NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
November 22, 2022
9:30 A.M.

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

1. Review and approval of minutes.

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

CONSENT AGENDA
The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 3 – 25)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0435-004132	Criminal Cases-Court Appt Atty	$731.00
To	0100-0435-004934	Lodging for Jurors	$731.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0554-004350	PRINTED MATERIALS & BINDING	$516.67
TO	0100-0554-003010	COMPUTER EQUIPMENT < $5000	$516.67

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 and note in the official minutes the adoption of an employer contribution rate of 15.54%, and an additional lump sum payment of $700,000.00, to Texas County & District Retirement System (TCDRS) for Plan Year 2023.

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

8. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 11/15/2022 for the Williamson County Tax Assessor/Collector.

9. Discuss, consider and take appropriate action on the procurement of Drone Coverage (Aircraft Insurance) through Broker of Record McGriff Insurance Services, Inc., under RFP #22RFP79 for a total of $8,470.00 for the term of November 4, 2022 through October 1, 2023.

10. Discuss, consider and take appropriate action regarding the approval of an Interlocal Agreement between Williamson County and Williamson County and Cities Health District to provide screening and supporting services for the County Indigent Health Care Program.

11. Discuss, consider, and take appropriate action on acceptance of Texas Office of Court Administration Grant in amount of $472,003 in support of establishment of COVID Impact Court in the Williamson County District Courts.

12. Discuss, consider, and take appropriate action on approving the Renewal Addendum between Williamson County and Idemia Identity & Security for the Annual Help Desk Maintenance Services to support the operations of the Williamson County Attorney's Office, in the amount of $5,538.00, and exempting Idemia Identity & Security from the competitive bidding requirements for said service established by Section 262.024 (a)(7)(D) [Captive Replacement Parts and Components for Equipment] of the Texas Local Government Code Discretionary Exemptions, and authorizing the execution of the agreement.

13. Discuss, consider, and take appropriate action on rejecting proposal submitted on RFP #22RFP149 EMS Agency Evaluation and request that information related to competition be excepted pursuant to Texas Government Code 552.104 and authorize the Purchasing Agent to advertise and receive sealed proposals under the new RFP #23RFP17.

14. Discuss, consider, and take appropriate action on the purchase of the new medical field software Apricot 360 from Social Solutions Global, Inc., in the amount of $18,860.00 for the Williamson County EMS Community Health Paramedics for the Emergency Medical Services Department and authorizing the execution of the agreement.

15. Discuss, consider and take appropriate action on approving the purchase of LiveMUM with Wallmap Annual Software License in the amount of $23,301.00, for one (1) year and exempting Deccan International from competitive requirements per Texas Local Government Code §262.024(a)(7)(D)[captive replacement parts or components for equipment, and authorize the execution of the agreement.

16. Discuss, consider and take appropriate action on participation by Williamson County Road Bond Program under the County's habitat conservation plan (HCP) for the improvements on County Road 245, Williamson County, Texas.

17. Discuss, consider and take appropriate action on approving agreement #202374 between Williamson County and Skinny Cat Software, LLC DBA Element Learning Management Solutions for a centralized training management solution in the amount of $34,184.00 pursuant to DIR cooperative contract #DIR-CPO-4463, and authorizing execution of the documents.

18. Discuss, consider and take any appropriate action on approving Amendment #1 for Jail Inmate Food Services contract #21RFP4 between Aramark Correctional Services, LLC and Williamson County to authorize price increase to provide jail inmate food service pursuant to Tex. Loc. Gov't Code 262.024(a)(8) and 351.001, for the same terms and conditions as the existing contract with an increase in the per-meal price detailed in the attached spreadsheet. Pricing shall be effective November 23, 2022 through November 22, 2023.

19. Discuss, consider, and take appropriate action on approving service agreement #202364 for work on the stairs at the Historic Courthouse by Vince Knight d/b/a Knight Restoration, PO Box 1069, Hutto, TX 78634, in the not-to-exceed amount of $8,000.00 and authorizing the execution of this agreement. Funding Source is P587.

20. Discuss, consider and take appropriate action on a Supplemental Agreement No. 9 to Landscape Architectural Phase II Services between Williamson County and Design Workshop, Inc. for the River Ranch County Park Completion project for $5,500 and to extend substantial completion to May 21, 2023. Funding Source is P315.

21. Discuss, consider and take appropriate action on accepting a report from Vaughn Construction, Change Order No. 4 for $24,982 for the Williamson County Children's Advocacy Center Addition (P530.) There will be no additional time added toward substantial completion. Funding Source is P530.

22. Discuss, consider and take appropriate action on a report from Vaughn Construction, Change Order No. 5 for $91,608 for the Williamson County Children's Advocacy Center Addition (P530.) There will be no time change toward substantial completion. Funding Source is P530.

23. Discuss, consider and take appropriate action on accepting a report from Vaughn Construction, Change Order No. 6 for the Williamson County Children's Advocacy Center Addition (P530) This is a no-cost change order with no time change toward substantial completion. Funding Source is P530.

24. Discuss, consider and take appropriate action on authorizing the price increase of Contract #T3353 Cast In Place Concrete with RHB Construction, covering the term beginning November 22, 2022 with the same terms and conditions except fee increases of 20% detailed in the attached spreadsheet.

25. Discuss, consider and take appropriate action on approval of the preliminary plat for the Lariat Amenity Center subdivision – Precinct 2.

REGULAR AGENDA

26. Discuss, consider and take appropriate action to conduct local canvass of election returns for the General Election held on November 8, 2022 and to approve all documents related to the canvass of election returns.

27. Discuss, consider, and take appropriate action on accepting subaward grant money from the University of Texas - Austin for Juvenile Services.

28. Discuss, consider and take appropriate action on approving the renewal of the education affiliation agreements between Williamson County EMS and EMTS Academy.

29. Discuss, consider and take any appropriate action to approve Addendum for Billing Services Agreement (RFP #22RFP72) between Williamson County and EMS Management & Consultants, Inc. to update and revise the annual rate adjustment for base rates pertaining to EMS services.

30. Discuss, consider and take appropriate action on awarding RFP #22RFP103 Website, Re-Design, New Content Management Platform to the highest scoring proposer, CivicPlus, LLC and authorize execution of the documents.

31. Discuss, consider, and take appropriate action regarding a Nationwide Permit 14 Pre-construction Notification (NWP14 PCN) to the U.S. Army Corps of Engineers (USACE). The application is required as part of the Due Diligence Environmental Investigations for the Liberty Hill Bypass Project in Commissioner Pct. 2. Project: P346 Funding Source: 2019 Road Bond

32. Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of $41,134.66 for Project 22IFB39 CR 111 Westinghouse Rd. (Capital Excavation) P292 Funding Source: Road Bond.

33. Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of $24,159.20 for Project 22IFB39 CR 111 Westinghouse Rd. (Capital Excavation) P292 Funding Source: Road Bond.

34. Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the Bud Stockton Extension Project, a Road Bond Project in Commissioner Pct. 4. P307.

35. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $422,565.69 for Project 22IFB141 CR 258 Extension (Joe Bland Construction) P277 Funding Source: Road Bond.

36. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $47,778.00 for Project T5045 CR 404 Hutto Water Line Realignment (Austin Underground, Inc.) P390 Funding Source: Road Bond.

37. Discuss, consider and take appropriate action on a claim for actual moving expenses from Infinite Recovery, LLC, a tenant on parcel 41 & 42 (Car-Ma) where right of way was acquired for the construction of the Liberty Hill Bypass project. Funding Source: Road Bonds P346

38. Discuss, consider and take appropriate action on a real estate contract with Fab-Con Products, Inc. for 1.139 acres needed as right of way on the Hero Way project (Parcel 302) and a remainder tract totaling 0.003 acres. Funding source: Road Bonds P326

39. Discuss, consider and take appropriate action on an Interlocal Agreement regarding Waterline Relocation improvements on CR 366 with Jonah SUD. Funding Source: Road Bonds P296

40. Discuss, consider and take appropriate action on a purchase contract with Samsung Austin Semiconductor, LLC for 52.689 acres of right of way needed for the CR 404 and future county road projects. Funding Source: TANS P588

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)."

41. 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 CR 255
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.

42. 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

43. 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-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
10. 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
11. 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
12. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas

13. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
14. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
15. Cause No. D-1-GN-22-002186; Chauncy Williams v. Williamson County Attorney's Office Victim Service's Division; 98th Judicial District Court of Travis County, Texas
16. Cause No. 22-0826-C368; Doyle "Dee" Hobbs, Jr., in his official capacity as Williamson County Attorney v. AHFC Pecan Park PSH Non-Profit Corporation, et al.; In the 368th Judicial District Court of Williamson County, Texas
17. 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
18. 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
19. 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
20. 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
21. 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

44. 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).

45. 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).

46. 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)

47. Discuss and take appropriate action concerning economic development.

48. Discuss and take appropriate action concerning real estate.

49. 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-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
10. 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
11. 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
12. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
13. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
14. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
15. Cause No. D-1-GN-22-002186; Chauncy Williams v. Williamson County Attorney's Office Victim Service's Division; 98th Judicial District Court of Travis County, Texas
16. Cause No. 22-0826-C368; Doyle "Dee" Hobbs, Jr., in his official capacity as Williamson County Attorney v. AHFC Pecan Park PSH Non-Profit Corporation, et al.; In the 368th Judicial District Court of Williamson County, Texas
17. 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
18. 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
19. 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
20. 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

21. 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

50. 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.

51. Comments from Commissioners.

52. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

_____

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 17th day of November 2022 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 11/22/2022

Transfer of Funds for Jury Lodging

Submitted By: Ronald Morgan, All District Courts

Department: All District Courts

Agenda Category: Consent

Information

Agenda Item

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

Background

During a recent jury trial, there was the need to sequester the jury at a local hotel. This transfer will cover the cost of that sequestration.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0435-004132	Criminal Cases-Court Appt Atty	$731.00
To	0100-0435-004934	Lodging for Jurors	$731.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:41 AM
Budget Office	Saira Hernandez	11/17/2022 11:57 AM
Form Started By: Ronald Morgan		Started On: 11/16/2022 07:50 PM
Final Approval Date: 11/17/2022		

Commissioners Court - Regular Session **4.**

Meeting Date: 11/22/2022

Line Item Transfer - Constable PCT 4

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Line Item Transfer requested to cover a budget shortfall due to an unpredicted price increase from Panasonic on Toughbooks and their required accessories since FY 2023 budget was approved.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0554-004350	PRINTED MATERIALS & BINDING	$516.67
TO	0100-0554-003010	COMPUTER EQUIPMENT < $5000	$516.67

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:51 AM
Budget Office	Saira Hernandez	11/17/2022 11:57 AM
Form Started By: Brian Olson		Started On: 11/17/2022 10:52 AM
Final Approval Date: 11/17/2022		

Commissioners Court - Regular Session **5.**

Meeting Date: 11/22/2022

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Bilingual Stipends

Bilingual LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	11/16/2022 05:14 PM
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:37 AM
Form Started By: Kayla Marek		Started On: 11/16/2022 04:30 PM
Final Approval Date: 11/17/2022		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Facilities Management	Senior HVAC Tech.0225.001100.	13585	$59,352.38	$1,780.56	3.00	$61,132.95	-	MERIT	9-Dec-22
Sheriff's Office	Sr Administrative Spec.1390.001100.	12602	$40,314.37	$1,209.44	3.00	$41,523.81	-	MERIT	25-Nov-22
Sheriff's Office	Digital Evidence Coord.1731.001100.	14098	$54,243.07	$1,627.29	3.00	$55,870.36	-	MERIT	9-Dec-22
Unified Road Systems	Operator I.1514.001100.	16225	$39,901.68	$2,600.00	6.52	$42,501.68	-	MERIT	9-Dec-22

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0509	001100	1,780.56	
01	0100	0509	001130		1,780.56
01	0200	0210	001100	2,600.00	
01	0200	0210	001130		2,600.00
01	0100	0560	001100	2,836.73	
01	0100	0560	002010	217.01	
01	0100	0560	002020	445.37	
01	0100	8003	001130		2,836.73
01	0100	8003	002010		217.01
01	0100	8003	002020		445.37

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
0214 Commissioner Pct 4	0260	15017	$59,927.14	$59,927.14	$70,910.38	$66,801.40	$4,108.98	N/A	Reallocation of position budget to facilitate new hire. Surplus salary from PCN 0260 to PCN 0261	11/11/2022
0214 Commissioner Pct 4	0261	vacant	N/A	N/A	$49,675.61	$53,784.59	N/A	$4,108.98	Reallocation of position budget to facilitate new hire. Surplus salary from PCN 0260 to PCN 0261	11/11/2022
0450 District Clerk	0746	vacant	N/A	N/A	$47,474.35	$44,374.35	$3,100.00	N/A	Reallocation of position budget to award retention per 11/15/22 CC item #24 . Surplus salary from PCN 0746 to PCN 0757.	11/25/2022
0450 District Clerk	0757	13851	$42,003.25	$45,103.25	$42,332.71	$45,432.71	N/A	$3,100.00	Reallocation of position budget to award retention per 11/15/22 CC item #24. Surplus salary from PCN 0746 to PCN 0757.	11/25/2022
0450 District Clerk	0746	vacant	N/A	N/A	$44,374.35	$43,877.75	$496.60	N/A	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCN 0746 to PCN 0748.	11/25/2022
0450 District Clerk	0748	vacant	N/A	N/A	$41,506.64	$42,003.24	N/A	$496.60	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCN 0746 to PCN 0748.	11/25/2022

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0450 District Clerk	0746	vacant	N/A	N/A	$43,877.75	$43,381.15	$496.60	N/A	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCN 0746 to PCN 0750.	11/25/2022
0450 District Clerk	0750	vacant	N/A	N/A	$41,506.64	$42,003.24	N/A	$496.60	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCN 0746 to PCN 0750.	11/25/2022
0570 Corrections	0500	16113	$44,260.96	N/A	$62,452.23	$46,474.10	$15,978.13	N/A	Reallocation of position budget to facilitate previously approved FY23 Power Plan request. Surplus salary from PCNs 0500 and 0502 to PCN 0429	11/25/2022
0570 Corrections	0502	16192	$44,260.96	N/A	$57,113.76	$51,136.93	$5,976.83	N/A	Reallocation of position budget to facilitate previously approved FY23 Power Plan request. Surplus salary from PCNs 0500 and 0502 to PCN 0429	11/25/2022
0570 Corrections	0429	Vacant	N/A	N/A	$64,344.60	$86,299.56	N/A	$21,954.96	Conversion: Title, Grade and Budget- current Corrections Officer (C1.18) to Lieutenant (CC.7), reallocation of position budget to facilitate previously approved FY23 Power Plan request. Surplus salary from PCNs 0500 and 0502 to PCN 0429	11/25/2022

*Amount may vary slightly due to Oracle rounding

Department	Position	EE ID	Testing Approved Stipend	Annual Stipend	Stipend Start Date
Commissioner 1 - admin	Senior Coordinator.0252.001100.	14065	Basic	$600.08	25-Nov-22
Comm Court - Grants	CCG Program Case Manager.2004.001100.	16144	Basic	$600.08	25-Nov-22
911 Comm	Telecommunications Officer.0149.001100.	13900	Basic	$600.08	25-Nov-22
911 Communications	Telecommunications Officer.1743.001100.	15783	Basic	$600.08	25-Nov-22
Budget Office	Budget Analyst.0221.001100.	15394	Basic	$600.08	25-Nov-22
Constables 3	Deputy Constable.0294.001105.	12403	Basic	$600.08	25-Nov-22
County Attorney	CA Fam Justice Atty III.0042.001100.	15349	Basic	$600.08	25-Nov-22
Emergency Medical Services	EMS Paramedic.0828.001100.	15974	Basic	$600.08	25-Nov-22
Emergency Medical Services	EMS Paramedic.0810.001100.	15969	Basic	$600.08	25-Nov-22
Emergency Medical Services	EMS Paramedic.0865.001100.	14348	Basic	$600.08	25-Nov-22
EMS	EMS Paramedic.0873.001100.	11802	Basic	$600.08	25-Nov-22
Tax Office	Tax Specialist II.1486.001100.	14619	Basic	$600.08	25-Nov-22

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0211	001914	507.76	
01	0100	0211	002010	38.84	
01	0100	0211	002020	79.2	
01	0100	0581	001914	1015.52	
01	0100	0581	002010	77.69	
01	0100	0581	002020	158.4	
01	0100	0491	001914	507.76	
01	0100	0491	002010	38.84	
01	0100	0491	002020	79.2	
01	0100	0553	001914	507.76	
01	0100	0553	002010	38.84	
01	0100	0553	002020	79.2	
01	0100	0475	001914	507.76	
01	0100	0475	002010	38.84	
01	0100	0475	002020	79.2	
01	0100	0540	001914	2031.04	
01	0100	0540	002010	155.37	
01	0100	0540	002020	316.8	
01	0100	0499	001914	507.76	
01	0100	0499	002010	38.84	
01	0100	0499	002020	79.2	
01	0100	0409	004999		6,883.82

Commissioners Court - Regular Session **6.**

Meeting Date: 11/22/2022

TCDRS plan agreement

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

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action and note in the official minutes the adoption of an employer contribution rate of 15.54%, and an additional lump sum payment of $700,000.00, to Texas County & District Retirement System (TCDRS) for Plan Year 2023.

Background

This rate and lump sum amount were included in the approved budget calculations for Fiscal Year 23. This rate also provides a 2% increase for retirees.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TCDRS

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2022 02:08 PM
Form Started By: Rebecca Clemons		Started On: 11/16/2022 01:50 PM
Final Approval Date: 11/16/2022		

Plan Agreement for Plan Year 2023
Williamson County – 345
Effective as of Jan. 1, 2023

Basic Plan Options	
Employee Deposit Rate:	7%
Employer Matching:	250%
Prior Service Credit:	175%

Retirement Eligibility	
At 60 (Vesting)	8 years of service
Rule of	75 years total age + service
At Any Age	30 years of service

Optional Benefits	
Partial Lump-sum Payment at Retirement:	No
Group Term Life:	None
COLA:	2% Flat-Rate

Retirement Plan Funding	
Elected Rate:	15.54%
2022 Additional Employer Contribution:	$700,000.00

Total Contribution Rate	
Retirement Plan Rate:	15.54%
Group Term Life Rate:	N/A
Total Contribution Rate:	15.54%

Rates are contingent on receiving the additional employer contribution by Dec. 31, 2022.

Certification

I certify that the plan agreement for the participation of Williamson County in TCDRS for the 2023 plan year truly and accurately reflects the official action taken during properly posted and noticed meeting on _____ (mm/dd/yy) by the Commissioners Court and such action is recorded in the official minutes.

County Judge's Printed Name: _____

County Judge's Signature: _____ Date: _____

TCDRS ★ Barton Oaks Plaza IV. Ste. 500 ★ 901 S. MoPac Expy. ★ Austin, TX 78746 ★ 800-651-3848 ★ Fax: 512-328-8887 ★ www.tcdrs.org

Commissioners Court - Regular Session **7.**

Meeting Date: 11/22/2022

Property Tax Collections – October 2022

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

100122-103122 GWI-RFM

100122-103122 GWI-RFM graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2022 09:03 AM
Form Started By: Renee Clark		Started On: 11/15/2022 03:53 PM
Final Approval Date: 11/16/2022		

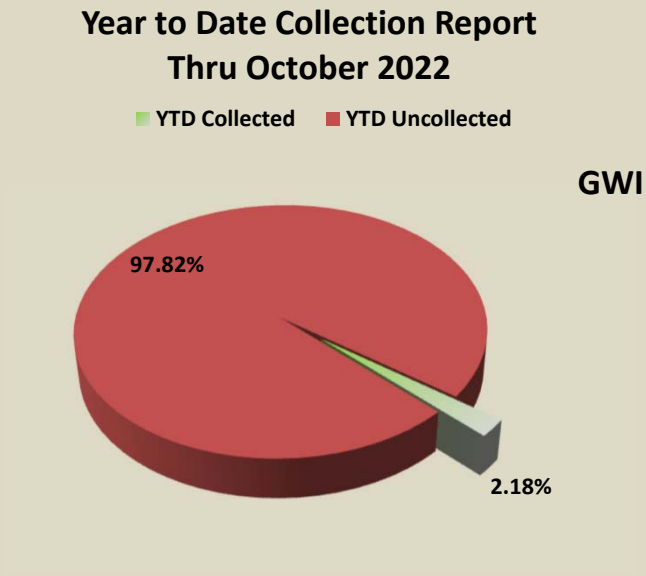
YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
October 31, 2022

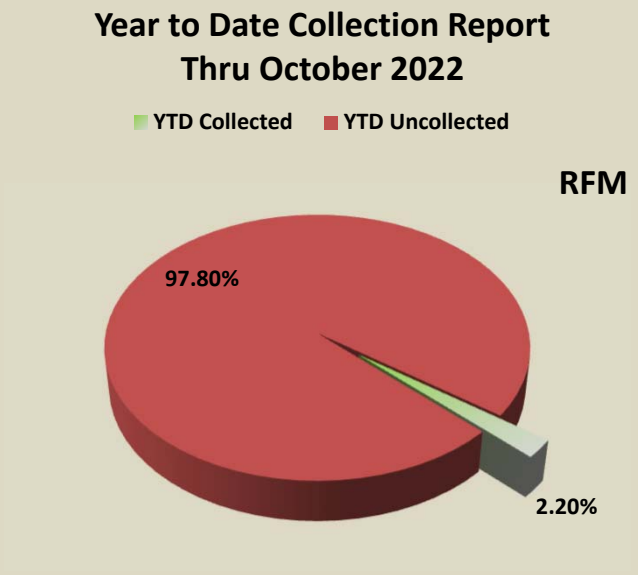
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2022	$364,401,981.82	$7,835.49	$364,409,817.31	$7,937,732.18	$0.00	($5.49)	$356,472,090.62	$7,937,726.69	2.18%	2.18%	2.26%
2021 & Prior	$2,757,006.07	($303.88)	$2,756,702.19	$118,679.24	$21,136.48	$56.28	$2,637,966.67	$118,735.52	4.31%	5.07%	
Rollbacks	$1,546,478.67	$35,658.60	$1,582,137.27	$166,121.62	$0.00	$0.00	$1,416,015.65	$166,121.62	10.50%	10.50%	
Total All	$368,705,466.56	$43,190.21	$368,748,656.77	$8,222,533.04	$21,136.48	$50.79	$360,526,072.94	$8,222,583.83	2.23%	2.24%	

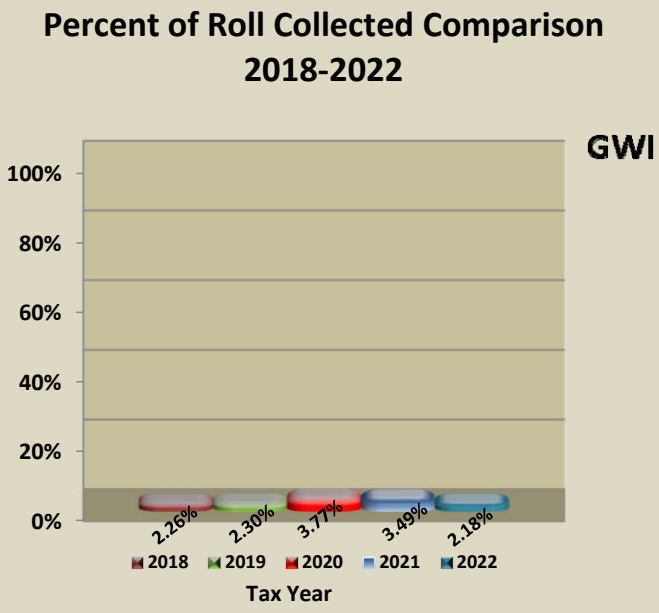
Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2022	$41,753,188.87	$1,052.40	$41,754,241.27	$916,717.24	$0.00	($1.41)	$40,837,525.44	$916,715.83	2.20%	2.20%	2.27%
2021 & Prior	$257,573.51	($54.87)	$257,518.64	$11,952.90	$2,129.18	$5.40	$245,560.34	$11,958.30	4.64%	5.47%	
Rollbacks	$148,096.37	$3,453.93	$151,550.30	$16,091.69	$0.00	$0.00	$135,458.61	$16,091.69	10.62%	10.62%	
Total All	$42,158,858.75	$4,451.46	$42,163,310.21	$944,761.83	$2,129.18	$3.99	$41,218,544.39	$944,765.82	2.24%	2.25%	

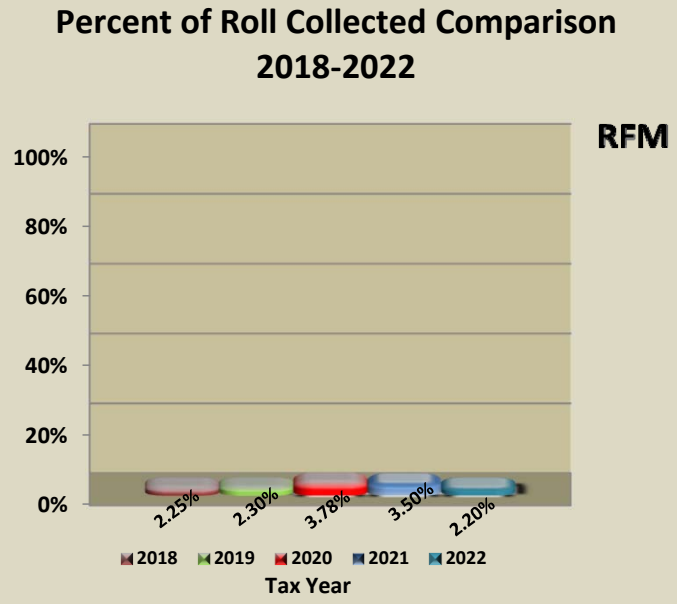
2022 COMBINED MONTHLY BREAKDOWN

Oct-22	$410,864,325.31	$47,641.67	$410,911,966.98	$9,167,294.87	$23,265.66	$54.78	$401,744,617.33	$9,167,349.65


Year to Date Collection Report
Thru October 2022
YTD Collected
YTD Uncollected
GWI
97.82%
2.18%


Year to Date Collection Report
Thru October 2022
YTD Collected
YTD Uncollected
RFM
97.80%
2.20%


Percent of Roll Collected Comparison
2018-2022
GWI
100%
80%
60%
40%
20%
0%
2.26%
2.30%
3.77%
3.49%
2.18%
2018
2019
2020
2021
2022
Tax Year


Percent of Roll Collected Comparison
2018-2022
RFM
100%
80%
60%
40%
20%
0%
2.25%
2.30%
3.78%
3.50%
2.20%
2018
2019
2020
2021
2022
Tax Year

Commissioners Court - Regular Session **8.**

Meeting Date: 11/22/2022

Property Tax Refunds – Over 2500 – Thru 11/15/2022

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 11/15/2022 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

091422-111522 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2022 03:00 PM
Form Started By: Renee Clark		Started On: 11/16/2022 02:42 PM
Final Approval Date: 11/16/2022		

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: November 15, 2022

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

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

Annex Locations:

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

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

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

Property Tax
Account QuickReport
As of November 15, 2022

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	11/15/2022	89735	ROCKET MORTGAGE LLC	R582182 - Overpayment	-7,438.92
Total Refunds Payable - Taxpayers					-7,438.92
TOTAL					**-7,438.92**

Commissioners Court - Regular Session **9.**

Meeting Date: 11/22/2022

Approval of Drone Coverage (Aircraft Insurance) from Chubb and Westchester Fire Insurance Company, under RFP #22RFP79 for Sheriff's Office

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the procurement of Drone Coverage (Aircraft Insurance) through Broker of Record McGriff Insurance Services, Inc., under RFP #22RFP79 for a total of $8,470.00 for the term of November 4, 2022 through October 1, 2023.

Background

Williamson County Broker of Record for Risk Insurance McGriff, Seibels & Williams solicited quotes from various carriers. Funding source is 01.0410.0412.004416. Risk Department point of contact is Malea Schmitt.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Drone Coverage policy

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/17/2022 10:34 AM
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:18 AM
Form Started By: Kerstin Hancock		Started On: 11/16/2022 12:36 PM
Final Approval Date: 11/17/2022		

1100 Poydras Street, Suite 2150
New Orleans, LA 70163
Tel 504-310-3606

TO:	Susan Golla MCGRIFF INSURANCE SERVICES INC HOUSTON, Texas 77043	**FROM:** **RISK ID:**	RACHEL WOODS
EMAIL:	sshoemake@mcgriff.com	**DATE SENT:**	October 25, 2022

AIRCRAFT INSURANCE QUOTATION

WITH

WESTCHESTER FIRE INSURANCE COMPANY

(AA S&P, A++ BEST)

In accordance with your request, we are pleased to provide the following quotation:

Please read this Quotation carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this Quotation are not included. The terms and conditions of this Quotation supersede the submitted insurance specifications and all prior proposals and binders. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This Quotation has been constructed in reliance on the data provided in the submission. A material change or misrepresentation of that data voids this Quotation.

This quotation is not a binder of insurance. In no event will this quotation remain open beyond 30 days from the quote issuance date shown above or the coverage effective date, whichever comes first.

This quotation is subject to the Assured's producer being duly licensed in his/her resident state; in addition, the producer must hold a non-resident license in the state in which the Assured is domiciled if different from the producer's resident state.

NAMED INSURED:	**Williamson County**
NAMED INSURED'S ADDRESS:	100 Wilco Way, Suite HR101 Inner Loop Annex Georgetown, Texas, 78626
BUSINESS OF NAMED INSURED:	Municipality

PERIOD: From: November 4, 2022 To: October 1, 2023
both days at 12:01 a.m. Local Time at the address of the Named Insured

LIABILITY COVERAGES: The Liability Coverages, Limits of Liability and Liability Premiums applicable to each insured aircraft are as shown under the Aircraft Liability Section of the Schedule of Insured Aircraft.

The liability coverage codes have the following meanings:

A Bodily Injury Excluding Passengers
B Property Damage
C Passenger Bodily Injury
D Single Limit Bodily Injury (including Passengers) and Property Damage

The sub-limit applied for Passenger Bodily Injury is shown under “Each Passenger sub-limit”

The applicable Medical Payments limit is shown under “Med. Pay Limit Per Person.”

HULL COVERAGES: The hull coverage, Amount of Insurance, deductibles, premium and financial interest applicable to each insured aircraft are shown under the Aircraft Hull Section of the Schedule of Insured Aircraft.

The aircraft hull coverage codes have the following meanings:

F In Motion and Not In Motion coverage
G Not In Motion coverage only
H Not In Flight coverage only

PURPOSE OF USE: All uses required by the "Named Insured" but excluding any use for which the "Named Insured" or "Anyone" "We" insure expects to, or does, receive "Compensation."

PILOTS: The pilots who may fly the Aircraft are as listed below, provided that those pilots have all of the qualifications as shown and provided also that all pilots are properly certificated, rated and qualified under the current F.A.A. regulations which apply to the operation of the Aircraft.

Any Operator approve by the Named Insured.

FINANCIAL INTEREST: The Named Insured is the sole owner of the aircraft and no one else has any financial interest in the Aircraft except as shown below.

No Exceptions.

LOCATION OF THE AIRCRAFT: Within the coverage territory.

TERRITORY: While the Aircraft is in the United States of America (excluding Alaska), Canada or Mexico, or while the Aircraft is being transported between ports in the territory.

SCHEDULE OF INSURED AIRCRAFT:

F.A.A. Number	Year	Make and Model	Aircraft Type	Engine and HP	Total Seats Incl Crew
FA3RP3W4XC		Mavic Pro	R		0
FA3P7R3WWW		SparkMMlA	R		0
FA3P7R7PYM		SparkMMlA	R		0
FA3P7RAM4E		SparkMMlA	R		0
FA3K4TWRYC		SparkMMlA	R		0
FA3K4TYN43		SparkMMlA	R		0
FA3K4W4K9R		SparkMMlA	R		0
FA3K4W9ECK		SparkMMlA	R		0
FA3K4WC9FA		SparkMMlA	R		0
FA3K4WF3KY		SparkMMlA	R		0
FA3K4WHWMR		SparkMMlA	R		0
FA3K4WLPPH		SparkMMlA	R		0
FA3K4WNLT9		SparkMMlA	R		0
FA3K4WRFXX		SparkMMlA	R		0
FA3K4WWC3N		SparkMMlA	R		0
FA3NXEEX7L		MAVIC Pro	R		0
FA3EMTFN4C		Mavic Mini	R		0
FA3EMTKK93		Mavic Mini	R		0
FA3EMTMECP		Mavic Mini	R		0
FA3EMTP9FH		Mavic Mini	R		0
FA3EMTT3K9		Mavic 2 Enterprise Advanced	R		0
FA3EMTWWMY		Mavic Mini	R		0

Applicable Liability Coverages, Limits of Liability and Premium

F.A.A. Number	Coverage	Each Occurrence Limit	Each Passenger Sub-Limits	Med. Pay Limit Per Person	Liability Premium
FA3RP3W4XC	D	$1,000,000	Not Applicable	Not Insured	$385
FA3P7R3WWW	D	$1,000,000	Not Applicable	Not Insured	$385
FA3P7R7PYM	D	$1,000,000	Not Applicable	Not Insured	$385
FA3P7RAM4E	D	$1,000,000	Not Applicable	Not Insured	$385
FA3K4TWRYC	D	$1,000,000	Not Applicable	Not Insured	$385
FA3K4TYN43	D	$1,000,000	Not Applicable	Not Insured	$385
FA3K4W4K9R	D	$1,000,000	Not Applicable	Not Insured	$385
FA3K4W9ECK	D	$1,000,000	Not Applicable	Not Insured	$385
FA3K4WC9FA	D	$1,000,000	Not Applicable	Not Insured	$385
FA3K4WF3KY	D	$1,000,000	Not Applicable	Not Insured	$385
FA3K4WHWMR	D	$1,000,000	Not Applicable	Not Insured	$385
FA3K4WLPPH	D	$1,000,000	Not Applicable	Not Insured	$385
FA3K4WNLT9	D	$1,000,000	Not Applicable	Not Insured	$385
FA3K4WRFXX	D	$1,000,000	Not Applicable	Not Insured	$385
FA3K4WWC3N	D	$1,000,000	Not Applicable	Not Insured	$385
FA3NXEEX7L	D	$1,000,000	Not Applicable	Not Insured	$385
FA3EMTFN4C	D	$1,000,000	Not Applicable	Not Insured	$385
FA3EMTKK93	D	$1,000,000	Not Applicable	Not Insured	$385
FA3EMTMECP	D	$1,000,000	Not Applicable	Not Insured	$385
FA3EMTP9FH	D	$1,000,000	Not Applicable	Not Insured	$385
FA3EMTT3K9	D	$1,000,000	Not Applicable	Not Insured	$385
FA3EMTWWMY	D	$1,000,000	Not Applicable	Not Insured	$385

Description of Aircraft, Hull Coverages and Hull Deductibles

F.A.A. Number	Coverage	Amount Of Insurance	Not in Motion	In Motion	Ingestion	Hull Premium
FA3RP3W4XC	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3P7R3WWW	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3P7R7PYM	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3P7RAM4E	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3K4TWRYC	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3K4TYN43	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3K4W4K9R	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3K4W9ECK	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3K4WC9FA	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3K4WF3KY	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3K4WHWMR	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3K4WLPPH	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3K4WNLT9	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3K4WRFXX	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3K4WWC3N	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3NXEEX7L	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3EMTFN4C	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3EMTKK93	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3EMTMECP	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3EMTP9FH	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3EMTT3K9	No	Aircraft	Physical	Damage	Coverage	Hereunder
FA3EMTWWMY	No	Aircraft	Physical	Damage	Coverage	Hereunder

CONDITIONS: Policy form: AC 101 and AC 102 which includes, inter alia, the following exclusion clauses:

War and Other Perils Exclusion Clause
Noise, Pollution and other Perils Exclusion Clause
The policy is also subject to the following:

9001-TX (11/99)	Texas Changes - Duties
9002-TX (11/99)	Texas Changes - Conditions Requiring Notice
AC 100 (07/10)	Aircraft Policy - Jacket
AC 101 (07/07)	Aircraft Policy - Declarations *Medical Payment – each person (Liability Limit)*
AC 101S (07/07)	Aircraft Policy - Schedule of Endorsements
AC 102 (11/98)	Aircraft Policy - Provisions
AC 103 (11/98)	Pilots Who May Fly The Aircraft *Name of Person or Organization Any Operator approved by the Named Insured.*
AC 110 (11/98)	War, Hi-jacking and Other Perils Exclusion Clause (Aviation)
AC 112 (02/08)	Extended Coverage - War, Hi-Jacking and Other Perils Endorsement (Aviation Liabilities)
AC 159 (11/98)	Nuclear Risk Exclusion Clause
AC 161 (11/98)	Date Recognition Exclusion Endorsement
AC 162 (11/98)	Date Recognition Limited Coverage Endorsement

AC 165 (01/15)	Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism
AC 168 (11/03)	Pollution Endorsement
AC 170 (01/15)	Limited Terrorism Coverage Endorsement
AC-TX (11/99)	Cancellation Notification - Texas
ALL-21101 (11/06)	Trade or Economic Sanctions Endorsement
ALL-4Y30F (06/15)	Texas Notice -Information and Complaints
IL P 001 (01/04)	U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

PREMIUM:	**HULLS**	**LIABILITIES**
Basic Premium:	**$0**	**$8,470**
Additional Coverages:	**Not Purchased**	**Not Purchased**
War Premium:	**$0**	**$858**
TRIA Premium:	**Not Insured**	**$858**
War/TRIA Combined:	**$0**	**$1,078**

Please note that you do not have authority to bind the above insurance. Please contact us if you wish to bind this insurance. We look forward to receiving your instructions and thank you for your inquiry.

On behalf of Westchester Fire Insurance Company

By Rachel M Woods

Authorized Representative

Commissioners Court - Regular Session **10.**

Meeting Date: 11/22/2022

Interlocal Agreement Williamson County & Cities Health District Indigent Health

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding the approval of an Interlocal Agreement between Williamson County and Williamson County and Cities Health District to provide screening and supporting services for the County Indigent Health Care Program.

Background

This agreement outlines the responsibilities that Williamson County and Cities Health District has in providing the screening and supporting services for the County Indigent Health Care Program. This program used to be outlined in the interlocal that exists between the County, the Cities and the Health District. Since these services are a specific responsibility of the County and not the Cities, this Interlocal is being recommended to outline these services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA Health District Indigent Health Program

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:54 AM
Form Started By: Julie Kiley		Started On: 11/17/2022 08:24 AM
Final Approval Date: 11/17/2022		

INTERLOCAL COOPERATION AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT AND WILLIAMSON COUNTY, TEXAS REGARDING INDIGENT HEALTH CARE PROGRAM (Eligibility for Medical Assistance Programs)

This agreement ("Agreement") is made and entered into by and between the **Williamson County and Cities Health District** (hereinafter "Health District"), a local governmental entity in the State of Texas acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter the "County"), a political subdivision of the State of Texas, also acting herein by and through its governing body. The Health District and the County may be referred to collectively as the "Parties" and individually as "Party."

RECITALS

This Agreement is an interlocal cooperation agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

The Interlocal Cooperation Act allows governmental entities to contract with one another to perform governmental functions and services.

The County maintains the County Indigent Health Care Program pursuant to the requirements of the Indigent Health Care and Treatment Act, Chapter 61, Texas Health and Safety Code, which makes the County responsible for paying for health care services for needy residents of the County.

The Health District and the County desire to contract with each other for the Health District to provide screening and supporting services for the County Indigent Health Care Program on behalf of the County.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Health District and the County agree as follows:

AGREEMENT

1. Effective Date and Term

This Agreement shall be in full force and effect when signed by all Parties and shall continue for an initial term of twelve (12) months from the Effective Date. After the initial term, this Agreement shall automatically renew for successive terms of twelve (12) months each, unless terminated pursuant to paragraph 3 or paragraph 5.5 below.

2. Integrated Eligibility Services

In the interest of promoting the public health and safety and supporting the County's operations, the Health District will assist and provide eligibility screening services pursuant to Tex. Health & Safety Code Chapter 61 criteria and supporting services as follows:

I. Eligibility Determination for Federal Assistance Programs

a. County Indigent Healthcare program(s);
b. Women, Infants and Children ("WIC") Supplemental Food Program (financial and residential);
c. Any authorized and related services pursuant to the agreement of the Parties.

II. Eligibility Screening for Medical Assistance Programs

a. Medicaid and Food Stamp programs;
b. Supplementary Security Income ("SSI");
c. Any authorized and related services pursuant to the agreement of the Parties.

III. Information and Referral Services for County Residents

a. Utility assistance.
b. Rental & housing assistance.
c. Childcare support.

IV. Claims Review, Submission, and Audits

The Health District shall review, conduct initial approval of claims, and submit claims to the Williamson County Auditor's Office (Accounts Payable) for payment processing and approval by the County's Commissioners Court. The Health District's Program Eligibility and Social Services Division will work with the Health District's Administration and Finance Division on cyclical audits, as outlined and approved by Williamson County.

V. Recruitment of Healthcare Providers to the County's Indigent Health Cre Program

The Health District will recruit specialty and primary care providers based on the indigent health care population's needs. The Health District will provide a list of providers, organized by specialty and need, to the County on an annual basis.

3. Termination

This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice of termination.

4. Notices

The Parties designate the following persons for receipt of notice:

If to Williamson County:
Name: Hon. Bill Gravell, Williamson County Judge
Address: 710 Main St.
Georgetown, Texas 78626

If to City of Health District:
Name: Caroline Hilbert, MD MPH, Executive Director
Address: 355 Texas Ave.
Round Rock, Texas 78664

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of notice and identifying his/her name, title, address for notice, and phone number.

5. Miscellaneous

5.1 Immunity Preserved. Nothing in this Agreement will be deemed to constitute a waiver of the governmental immunity or powers of the Health District, the County, the Williamson County Commissioners Court, or the Williamson County Judge.

a.

5.2 No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

5.3 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the Parties.

5.4 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

5.5 Non-Appropriation and Fiscal Year Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that either Party shall have the right to terminate this Agreement at the end of the Party's fiscal year if the governing body of the Party does not appropriate sufficient funds as determined by the Party's budget for the fiscal year in question. A Party may effect such termination by

giving the other Party written notice of termination at the end of its then-current fiscal year.

5.6 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

5.7 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

5.8 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

5.9 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

5.10 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

5.11 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

5.12 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

5.13 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

5.14 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the

Agreement. The remainder of the Agreement shall be and continue in full force and effect.

5.15 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

5.16 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

5.17 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

AGREED AND APPROVED;

WILLIAMSON COUNTY

By: _____ **Date:**_____
County Judge

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

By: _____ **Date:** 11/10/2022
Authorized Representative

Commissioners Court - Regular Session **11.**

Meeting Date: 11/22/2022

OCA Grant Acceptance

Submitted By: Ronald Morgan, All District Courts

Department: All District Courts

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acceptance of Texas Office of Court Administration Grant in amount of $472,003 in support of establishment of COVID Impact Court in the Williamson County District Courts.

Background

On May 31, 2022, the Court approved application to the Texas Office of Court Administration for a grant award to support strategies designed to reduce the backlog of cases that has resulted from the impact of COVID-19 on court operations.

OCA has notified us that they have approved our grant application, though not in the amount initially sought. After working closely with OCA and stakeholders, we have revised our plan to match the funds granted and were notified on 11/15/22 that they have approved our revised proposal. Once accepted, this grant will allow the Impact Court to function between 1/1/2023-8/30/2024.

The attached letter advises us of the award details, and we seek the Court's acceptance of this grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

OCA Grant Award Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2022 10:22 AM
Form Started By: Ronald Morgan		Started On: 11/16/2022 09:19 AM
Final Approval Date: 11/16/2022		

OFFICE OF COURT ADMINISTRATION

MEGAN LAVOIE
Administrative Director

November 15, 2022

Mr. Ronald Morgan
Director
Williamson County District Court Administrator
405 Martin Luther King Jr. Street
Georgetown, TX 78626

Sent Via Email

Re: ARPA Funding Award

Williamson County Judiciary,

After reviewing your new proposal and reallocation of funding requests, we are pleased to inform you that the Williamson County Judiciary is awarded **$472,003** in American Rescue Plan Act (ARPA) funding to support reducing the court backlog. This funding is to be utilized for reducing the felony backlog and SVU cases in your jurisdiction. Please see the attached for a breakdown of your new funding allocation.

Enclosed you will find the grant agreement that includes reporting requirements, performance requirements and spreadsheets to assist in reporting.

If you have any questions or concerns, please reach out to Leonard.Higgins@cpa.texas.gov and Kelly.Thibodeau@txcourts.gov.

Thank you for submitting your plan for consideration. We appreciate your work and dedication in reducing the felony court backlog.

Sincerely,

Megan LaVoie
Administrative Director

ARPA FUNDING AWARD DETAILS

Awarded funding is for felony criminal backlog cases. If your county requested Visiting Judge or Associate Judge Funding in your ARPA request, regular Visiting Judge appropriations from the Comptroller Judiciary Section Strategy A.1.2. can be used, and this line item was removed from your ARPA request. Minor adjustments between the Annual Salary and Benefits categories are allowed. If any amendments to the award are necessary, please contact Leonard.Higgins@cpa.texas.gov and Kelly.Thibodeau@txcourts.gov with questions and documentation of the changes.

Williamson County Award-$472,003

Funded Position	Quantity	Totl Awarded
Court Administrator (Part-Time)	1	$ 107,418.48
Court Reporter	1	$ 298,470.60
Mileage Per-Diem		$ 43,896.00
Indigent Defense Costs		$ 22,217.92
TOTAL ARPA Funded:		$ 472,003

Reporting Requirements

Submit ARPA Grant Expenditure Reports on a state fiscal year **quarterly basis** to Leonard.Higgins@cpa.texas.gov and Jennifer.Henry@txcourts.gov to receive reimbursement. Please provide proof of expenditures along with the report. In addition to this information, please be prepared to answer whether the county is registered with Sam.gov. and provide the Unique Entity Identifier from the Sam.gov profile. If the county is not registered with Sam.gov, please notify Leonard Higgins. Additional information may be required. Subrecipients of these federal funds are responsible for ensuring compliance with all federal and state laws and guidance from the United States Department of the Treasury https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf . Subrecipients may also be requested to provide additional information for future federal audits of these funds.

Performance Requirements

Grant recipients are required to send an Excel or csv file to the Office of Court Administration's Judicial Information Section at JudInfo@txcourts.gov on a **monthly basis** containing statistics **by district court** on:

- The number of active criminal cases pending in the court at the beginning of the month.
- The number of criminal cases added to the court's docket during the month.
- The number of criminal cases disposed of by the court during the month.
- The number of active criminal cases pending in the court at the end of the month.

Reports are due on the 20th day of the month for the month preceding. For example, September monthly reports are due by October 20th.

Commissioners Court - Regular Session **12.**

Meeting Date: 11/22/2022

Approval of Live Scan Maintenance Renewal Agreement with Idemia for County Attorney'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 the Renewal Addendum between Williamson County and Idemia Identity & Security for the Annual Help Desk Maintenance Services to support the operations of the Williamson County Attorney's Office, in the amount of $5,538.00, and exempting Idemia Identity & Security from the competitive bidding requirements for said service established by Section 262.024 (a)(7)(D) [Captive Replacement Parts and Components for Equipment] of the Texas Local Government Code Discretionary Exemptions, and authorizing the execution of the agreement.

Background

The addendum is for the continuation of annual help desk maintenance for the County Attorney's Live Scan Finger Printing system. The cost is for a total of $5,538.00. The Terms and Conditions are attached. The line expenditure being charged is 01.0100.0475.004505. Legal, Contract Audit, and Budget have reviewed this addendum for FY23. The department point of contact is Stephanie Lloyd.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Idemia Redacted Addendum

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/15/2022 02:34 PM
Form Started By: Mary Watson		Started On: 10/27/2022 03:54 PM
Final Approval Date: 11/15/2022		

Idemia Identity & Security
Eden Woods II
10250 Valley View Road Suite 113
Eden Prairie, MN 55344
USA
Phone (800) 932-0890
FAX (952) 932-7181

MAINTENANCE AGREEMENT ADDENDUM QUOTATION

QUOTE ID: [redacted]
QUOTE DATE: 10/28/22
CUSTOMER ID: [redacted]
PRICE LIST: SL-LAWENF

BILL TO: WILLIAMSON COUNTY ATTORNEY
405 S MLK - BOX 7

GEORGETOWN, TX 78626
United States

COVERAGE
START DATE: 10/01/22
END DATE: 09/30/23

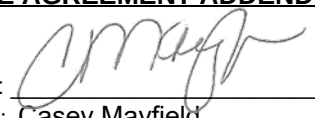
COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION:	WILLIAMSON COUNTY [redacted] GEORGETOWN, TX 78626			
5600-TPE-ED-MHD	ANNUAL HELP DESK MAINTENANCE			
TPE-5600-ED		AEY107001060	1	$2,315.00
PRT- DUP- MHD	ANNUAL HELP DESK MAINT			
TPE-PRT-DUP		56260-002	1	$172.00
CEN- TXIAS- MHD	ANNUAL HELP DESK MAINT			
TP-CEN-TXIAS		56260-003	1	$564.00
5600-TPE-ED-MHD	ANNUAL HELP DESK MAINTENANCE			
TPE-5600-ED		AEY127001061	1	$2,315.00
PRT- DUP- MHD	ANNUAL HELP DESK MAINT			
TPE-PRT-DUP		56271-002	1	$172.00
		TOTAL:		**$5,538.00**

PLEASE CHECK PREFERRED BILLING:	☐ ANNUAL INVOICE	OR	☐ QUARTERLY INVOICE	OR	☐ MONTHLY INVOICE

NAME:	Zehra Tremazi	PO NUMBER:	
TITLE:	Maintenance Contract Admin	SIGNATURE BY:	
PHONE:	(714) 632-2119	NAME(Print) / DATE	
FAX:	(952) 852-8747	TITLE:	
EMAIL:	Zehra.Tremazi@us.idemia.com	PHONE / FAX:	
SUPPORT EMAIL:	BiometricsSupport@us.idemia.com	EMAIL:	
SUPPORT PHONE:	(888) 435-7439		

The terms and conditions of IDEMIA Identity & Security USA LLC maintenance services agreement as approved by the Williamson County Commissioners Court on November 18, 2020 are incorporated herein as if copied in full. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's assent to the terms set out herein in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM

SIGNATURE BY: 

NAME (Print): Casey Mayfield

DATE: November 7, 2022

TITLE: Sr. Vice President

Commissioners Court - Regular Session **13.**

Meeting Date: 11/22/2022

Reject Proposals Submitted for RFP #22RFP149 EMS Agency Evaluation and Issue RFP #23RFP17 for the same service for EMS 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 rejecting proposal submitted on RFP #22RFP149 EMS Agency Evaluation and request that information related to competition be excepted pursuant to Texas Government Code 552.104 and authorize the Purchasing Agent to advertise and receive sealed proposals under the new RFP #23RFP17.

Background

The evaluation team recommends rejection of submissions to RFP #22RFP149 EMS Agency Evaluation to allow for a wider outreach to the vendor community to receive more competitive submittals that would serve in the best interest of the County as the response received was substantially over budget. Vendor invites were sent to over eighteen hundred (1,800) vendors with twenty-four (24) document takers and only one (1) submission. An exemption is requested Pursuant to Government Code Sec. 552.104. EXCEPTION: INFORMATION RELATED TO COMPETITION OR BIDDING. (a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder. The respondent's proposal will be held until the second solicitation responses are received, evaluated and awarded. Budgeted amount: $50,000.00. Funding Source: 01.0100.0540.004100**.** Department point of contact is Mike Knipstein.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/17/2022 10:27 AM
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:36 AM
Form Started By: Stephanie Robles		Started On: 11/16/2022 04:15 PM
Final Approval Date: 11/17/2022		

Williamson County Emergency Medical Services

To Respect, Care and Serve

November 1, 2022

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

Ms. Simonton,

Our office assisted in the preparation of proposal 22RFP149 EMS Agency Evaluation for EMS. The County received one proposal for this service.

The submitted proposal amount was over the budgeted amount for the project. Based on the this it is our recommendation that the County not select the submitted RFP.

Please do not hesitate to give us a call with any questions or concerns that you may have.

Sincerely,

Mike Knipstein
Director
Williamson County EMS

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

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

Commissioners Court - Regular Session **14.**

Meeting Date: 11/22/2022

Approval of Purchase of Apricot 360 Medical Field Software from Social Solutions Global, Inc. for Emergency Medical Services 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 the purchase of the new medical field software Apricot 360 from Social Solutions Global, Inc., in the amount of $18,860.00 for the Williamson County EMS Community Health Paramedics for the Emergency Medical Services Department and authorizing the execution of the agreement.

Background

Williamson County EMS Department was looking for a more robust process for documentation and care planning, and they were allowed a trial period with the system being offered by Social Solutions Global, Inc. The department researched several options and obtained multiple quotes. Apricot 360 is their system of choice. The attached order form includes products of the Apricot360 bundle with licenses, administrator privileges, Apricot Silver Support plus eight (8) weeks of Professional Services to include a Project Manager and Service Consultant. Subscription length is 12-months. Information Technology Services, Budget Office and Auditor's Office have approved of the purchase of this subscription software. The purchase amount is $18,860.00. The funding source is 01.0340.0540.004210. The department point of contact: Mike Knipstein.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order Form

Master Service Agreement

MSA Rider

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/17/2022 11:36 AM
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:39 AM
Form Started By: Stephanie Robles		Started On: 11/16/2022 05:53 PM
Final Approval Date: 11/17/2022		

[redacted]

Social Solutions

Quote Number: [redacted]
Offer Valid Through: November 30, 2022

Bill To:
Williamson County EMS
3189 SE Inner Loop Ste A
Georgetown, Texas 78626

ORDER FORM

The contents of this Order Form may not be duplicated, used, or disclosed in whole or in part for any purpose other than for internal evaluation without express written permission of Social Solutions Global, Inc. ("SSG"). The Parties hereby agree as follows:

Subscription Products and Services

SKU	Product Name and Description	Quantity	License Metric	Billing Frequency
AprSilver15ASC-FF	Apricot Silver Support Fixed Price reactive consultation provided by Advanced Support Consultant resources for up to 15 hours per year.	1.00	Fee	Annually
Apricot-PB	Apricot 360 Bundle The Apricot 360 license includes 10GB of database storage with two User licenses designated with Administrator privileges. Each Administrator seat is provided with basic training. Additional licenses for Users or designated Administrators may be purchased on a per-user basis. For applicable terms and conditions, please see the Master Services Agreement at https://www.socialsolutions.com/legal	10.00	Per User	Annually
			Annual Amount USD	**12,860.00**
			Initial Invoice Amount USD	**12,860.00**

Professional Services and Training

SKU	Product Name	Quantity	Sales Price	Payment Terms
ProjMgrApr	Project Manager - Apricot Provides day-to-day Project Leadership and defines project priorities; Builds and communicates project plan, issues, risks, status while following SSG methodology and SOPs	7.00	$1,400.00	T&M
ServCnsltntApr	Service Consultant - Apricot Designs the solution based on the workflow, documents, and Performance Management for standardized collection of data. Subject matter expert (SME) for the design of the software Services resource for time and materials engagements	23.00	$4,600.00	T&M
			Total Sales Price USD	**6,000.00***

Implementation Fees: Time & Materials	Hours Summary	Rate	Fee Summary
Discovery	4	$200	$800
Configuration	9	$200	$1,800
Reporting	5	$200	$1,000
Demonstration and Testing	5	$200	$1,000
Project Management	7	$200	$1,400
Total Estimate*	30	$200	$6,000.00

Terms and Conditions

Start Date: December 01, 2022

[redacted]

Initial Invoice Period (months): The "Initial Invoice Period" covers fees for the first 12 months from the Start Date.

Term (Months): The "Term" is 12 months from the Start Date. This Order Form is non-cancelable prior to the end of the Term.

Storage space: Storage space for database records and all file and photo storage is included for the SaaS Services with a minimum limit of 5GB or the amount of storage space as noted in the Subscription Product description above. Client may purchase additional storage space at SSG's then prevailing rates. System reviews of the amount of storage space being used by Client will be performed periodically. If Client is using more than the allotted storage space included herein, Client will be invoiced for the additional storage usage upon the earlier of (i) discovery of the storage space overage or (ii) then next invoice cycle.

Annual Rate Increases: Any Subscription Products and Services purchased on an annual basis are subject to annual rate increases.

Users: "Users" means an individual identifiable by a name and excludes concurrent users. "Administrator" means the dedicated and name User of Client identified as the individual who shall be responsible for Client's Users, to attend and complete training, administer licenses and to be the technical point of contact on Client's behalf pertaining to Support and Services. "Guest Users" are users with limited access activated through the Guest User Module, if included herein. Client shall not permit Users to share User identifications and passwords, nor allow for multiple users under the same license.

License Metric: Client may not decrease the number of licenses for its Users during the Term of the Order Form. Upon termination of this Order Form, all licenses granted to Client with respect to the Services included in this Order Form shall automatically terminate and Client shall immediately discontinue its use thereof. System reviews of the number of Users will be performed periodically. If Client is using more than the purchased number of licenses included herein, Client will be invoiced for the additional Users it's the earlier of discovery or the next invoice cycle. If at any time, additional Users licenses are added, such additional User licenses will be invoiced at the then prevailing rate on a per license basis to coincide with the Term of the Services.

Support Level: Unless otherwise stated in the Order Form, the customer will receive the basic Support package as outlined in the Service Level Agreement.

Payment for U.S. Clients: All Subscription Products and Service fees and Professional Service and Training fees will be invoiced in advance either annually, or in accordance with any different billing frequency stated in on this Order Form. All fees payable in U.S. Dollars and exclude taxes. Client is responsible for the payment of any tax amount(s) due unless client has delivered to SSG a valid tax exemption certificate prior to invoice. Fees may be paid by check, Electronic Fund Transfer, credit card or ACH. All payments by credit card, are subject to Client completing the attached Credit Card Authorization Form. In order to elect for ACH payments, Client must complete and execute the attached Authorization Agreement for Preauthorized Withdrawal Debits.

Except as explicitly documented in the signed Order Form, SSG is under no obligation to comply with any customer specific invoicing requirements. Furthermore, customer's failure to provide complete and accurate billing information in the attached accounting Information Form will not relieve customer of nor toll customer' timely payment obligations.

Professional Services and Training: If included in this Order Form, pre-paid Professional Services must be used within one year of the date of execution of this Order Form by Client or will expire and will not be refunded. Professional Services Fees are based on Professional Services provided during normal SSG business hours, Monday through Friday, 8:30 a.m. – 5:30 p.m. central time zone US and on a case by case basis for international clients after SSG business hours (SSG holidays excluded), as SSG may modify upon notice to Client. Professional Services provided by SSG outside of normal SSG business hours will be subject to a premium service charge. If Client cancels a Professional Services engagement, which has not been pre-paid, less than ten (10) business days before the scheduled start date for such Professional Services, Client agrees to pay fifty percent (50%) of the total estimated fees for the Professional Services stated on the Order Form or SOW.

Professional Service Travel Costs: Travel related costs that requires SSG's staff to travel will be pre-approved by Client.

This Order Form is subject to and governed by the terms and conditions of SSG's Master Services Agreement, which can be located at http://www.socialsolutions.com/legal/ (the "**Agreement**") and is incorporated by reference in its entirety. Capitalized terms not otherwise defined in this Order Form have the meaning ascribed to them in the Agreement. This Order Form will be effective as the last date of signature identified below ("Effective Date"). Each party signing below agrees and acknowledges that they are duly authorized to be bound by the terms and conditions of the Agreement and this Order Form.

Client: Williamson County EMS	**Social Solutions Global, Inc. ("SSG")**
Authorized Signature:	**Authorized Signature:** DocuSigned by: David Lutz 0C3539369105404...
Print Name: **Title:**	**Print Name:** David Lutz **Title:** GM Case Management
Date:	**Date:** 11/14/2022

[redacted]

Social Solutions

Accounting Information Form

Please provide the following Accounting Information in the table below:

Customer Name	
Tax Identification Number	
Are you Tax Exempt?	
If yes, please attach a copy of your Tax Exemption Certificate	
State Tax Exempt Number (if applicable)	
Billing Contact Name	
Billing Contact Phone	
Billing Contact Email	
Billing Contact Fax	
Are there any Special Invoicing needs?	
Special Invoicing Needs (if applicable)	

Toll Free 877-441-2111 10801-2 N. MoPac Expy |
Suite 400
Local 443.460.3375 Austin, TX
78759
Fax 443.460.3473 www.socialsolutions.com

[redacted]

Social Solutions

1080-2 N. MoPac Expy
Suite 400
Austin, TX 78759
887-441-2111

Apricot 360 Basic Implementation

Williamson County EMS

1. DOCUMENT SUMMARY

We are pleased to provide you, Williamson County, with our Basic Implementation agreement for your Apricot 360 software. This is an interactive project where consultants provide expert leadership and recommendations for your technical solutions. Actual customization of the platform will be a joint effort, with you doing some of the configuration under your consultant's guidance.

2. PROJECT SCOPE AND DELIVERABLES

For each Apricot 360 Basic Implementation that you purchase, we will deliver one program* within your new Apricot platform. If you require assistance outside the scope of this project, SSG can provide a quote to meet your specific needs. We will obtain your written approval before charging you for additional work. Services included:

- Project Management for up to 8 weeks per program implementation purchased
- Scope & Schedule Alignment
- Project Kickoff
- Discovery & Requirements gathering
- Documentation of Solution Design for your custom Apricot solution
    - May include consultation on recommended data management workflow
- Configuration of features and functionality as defined in your Solution Design
    - For each program implementation purchased, the configuration may include a combination of up to 3 forms, up to 2 reports, up to 2 staff roles with permission sets, and 1 external access feature as needed.
- Live Demo of completed solution
- Up to 1 round of Testing and Remediation, as documented by client in the Testing Log
- Take-home Document visualizing the solution, for your future use while training and onboarding staff to the platform
- Project closure and Transition to Support

**Programs in Apricot may have a different definition than the programs your organization offers. In Apricot, a program is defined as a set of services, processes, and outputs delivered to a target population by a team of staff. If any of the services your org provides have differing target populations, data*

collection processes or require separate staff teams, then these services would be separate Apricot programs.

3. PROJECT SCHEDULE

We allot 8 weeks per program implemented. Meeting this timeline will require your active participation, both on weekly 1-hour calls with your project team and via independent work (including but not limited to watching training videos, completing simple configuration tasks, and testing the platform).

If multiple program implementations are purchased: unless otherwise agreed at the start of this project, we will work with one program group at a time. You may determine the order of programs based on staff availability. We recommend assigning 1-2 program leaders or staff members to attend these meetings – we typically don't need to meet with your entire staff.

Your project team has been assigned to you for the duration of the project schedule to ensure they have the time and focus needed to complete the work. To this end, if you are not able to attend a meeting you must let our team know three days in advance. If you do not attend a meeting and do not notify us, you will be invoiced for one hour of time at SSG's then prevailing market rate (USD $200 per hour for calendar year 2022) so that we can extend the availability of your project team beyond the planned timeline. Missing your due dates for assigned tasks could result in an incomplete program delivery by project end, increases to project timeline, and costs associated with extension.

4. RESPONSIBILITIES

We have outlined the responsibilities of both of our teams below. Your team plays a vital role in the success of this project.

Client Responsibilities

- Designate the individual(s) who will serve in project roles so they can participate and commit to learning the platform starting at the Kickoff.
    - This includes, at a minimum, 1-2 System Administrators and an internal Project Manager
        - Your internal Project Manager can also be one of your System Administrators
    - 1-2 staff members from each program will also participate during the phase focused on their program
- Provide detailed requirements for your program(s), including but not limited to: outputs and outcomes you hope to track, sample forms and form logic, and an explanation of which program staff are allowed to see which data.
- Watch your assigned Training Academy videos in advance of their due dates (per the schedule to be agreed upon at Kickoff). Your Apricot subscription includes on-demand training videos through our Training Academy platform.
- Some configuration tasks may be assigned to you during the project, depending on the scope and complexity of the Solution Design. This has the dual benefit of providing you with hands-on administrative training while also ensuring you end the project with a complete program solution in Apricot.

- Attend all scheduled meetings, participate in the use of our project management tool, complete assigned tasks on time, and proactively communicate with your project team.
- Review and approve/reject change orders, deliverables, and/or signoffs, and provide notice to us of any required revisions within one week of receiving documents.

SSG Responsibilities

- Create and maintain a project plan and manage SSG and/or SSG Partner team's participation during the project.
- Design a solution (including features and functionality) that will meet the core requirements of your program(s) within the Apricot platform.
- Lead the effort to configure the solution outlined in the Solution Design.
- Provide best-practice recommendations based on our collective experience onboarding thousands of nonprofit and public sector clients.
- Complete the project within the agreed-upon timeline.
- Track issues affecting the project and bring them to timely resolution. Notify you of issues that might affect budget, scope, or project timeline.

5. IMPORTANT ASSUMPTIONS

We have identified the following assumptions, which we will rely on in delivering a successful project. Please read these carefully and ask us any questions you may have.

- SSG cannot guarantee that your current case management processes and data management workflows will remain unchanged when translated into Apricot. Some process changes may be required to make optimal use of Apricot technology solutions. These changes will be discussed and your approval obtained during the Solution Design phase of the project.
- Training for your staff is not included in this project. While System Administrators will learn from the assigned training videos, assigned configuration tasks, and collaborative work sessions with the project team, thorough product training is available for purchase through the SSG Training Team.
- Apricot forms configured by SSG and/or SSG Partners may contain no more than 70 fields. Additional fields may cause performance degradation and will be separated into multiple forms.
- Reports configured by SSG and/or SSG Partners will track outputs and outcomes required but could deviate from client-provided report samples in format and style. Apricot Standard Reports are in scope for this project; Apricot Results Reports are not included in this project.
- Reports configured by SSG and/or SSG Partners will have no more than 4 data sources, no more than 10 sections, and no more than 10 filters in each section. Additional requirements beyond these limits would necessitate a second report.
- Although we make every effort to assign the same staff member(s) during the project, we may bring in other staff if schedule conflicts arise.

- Work sold by SSG may be delivered by internal resources or trained Certified Implementation Partners. All work is subject to the same assumptions and guarantees regardless of the assigned implementation team.
- We will perform all work remotely to limit additional travel costs. Should the need arise to travel, we will first obtain your approval in writing.
- Last-minute change requests or additions to the scope will impact project timing and cost. We will obtain your written approval before incurring any additional costs.
- Data migration is outside the scope of this engagement. You are encouraged to use the self-service Import Tool to import small batches of your existing data into Apricot once we've configured your data-collection forms. If you require SSG assistance or wish for SSG to take an export of data from another source and migrate it into Apricot, this will require a custom quote.
- Customer has its own billing and financial software. Any report associated with expenditures is outside of scope of this engagement.
- Integration with a 3rd party database via SFTP or API is outside the scope of this engagement.

6. FEES

This is a Time and Materials project. You will receive monthly invoices for the hours worked on the project. Time is billed in 15-minute increments. The cost of this project is shown by Resource and Amount of time billed on your invoices.

Implementation Fees: Time & Materials	Hours Summary	Rate	Fee Summary
Discovery	4	$200	$800
Configuration	9	$200	$1,800
Reporting	5	$200	$1,000
Demonstration and Testing	5	$200	$1,000
Project Management	7	$200	$1,400
Total Estimate	30	$200	$6,000.00

7. TRANSITION TO SUPPORT

[redacted]

Upon project completion, the Project team will submit a Deliverables Sign-Off form to your project manager. They will then transition you to your long-term account team and technical Support.

8. DISCLOSURE

This Statement of Work (SOW) is subject to and governed by the Master Services Agreement between you and Social Solutions Global (SSG) which is identified in the Order Form under which this Statement of Work was ordered.

This SOW provides the complete scope of this project. Any services you may have discussed with SSG staff, verbally, or in writing that are not explicitly outlined in this document are not included in this project under any circumstances. SSG offers a broad array of services and would be pleased to provide a cost estimate if additional services are required.

SSG MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is entered into between Social Solutions Global, Inc, its affiliates, subsidiaries and assigns ("SSG") and the Client identified in the applicable Order Form referencing this Agreement or otherwise using the Services ("Client"). SSG and Client, by Client's execution of an applicable Order Form or by use of the SaaS Services, hereby agree to the following terms and conditions:

1 DEFINITIONS

"**ASC**" means the designated support or managed services package as further defined in the Service Level Agreement that, if purchased by Client, will begin approximately ten (10) business days from the start date ("Start Date") of the Order Form (with a portion of ASC package hours to be utilized during the implementation phase of the Professional Services, as may be applicable). Any purchased but unused ASC package hours will not roll over year over year during the Term of the Order Form."

"Content" means information, data, text, music, sound, graphics, video messages and other materials to which Client is provided access by SSG through the Services.

"Client Data" means any data, information, or material Client or any Client User provides or submits through the SaaS Services.

"**Documentation**" means the user instructions, release notes, manuals and on-line help files as updated by SSG from time to time, in the form generally made available by SSG, regarding the use of the SaaS Services.

"**Error**" means a material failure of the SaaS Services to conform to its functional specifications described in the Documentation.

"**Independent Client Activity**" means: (i) use of equipment by Client not provided or previously approved by SSG; or (ii) negligent acts or omissions or willful misconduct by Client or its Users.

"**Internet Unavailability**" means Client's inability to access, or SSG inability to provide, the SaaS Service through the Internet due to causes outside of SSG direct control, including, but not limited to: (i) failure or unavailability of internet ("**Internet**") access; (ii) unauthorized use, theft or operator errors relating to telephone, cable or Internet service provider; (iii) bugs, errors, configuration problems or incompatibility of equipment or services relating to Client's computer or network; or (iv) failure of communications networks or data transmission facilities, including without limitation wireless network interruptions.

"**License Metrics**" means the limitation on the usage of SaaS Services as designated and/or defined in the applicable Order Form or the financial metric used to calculate applicable fees.

"**Order Form**" means the document, regardless of actual name, executed by the parties by which Client orders Services that may specify, among other things, the User license count, duration of the Services, the applicable fees and costs, and incorporates the terms of this Agreement.

"**Professional Services**" means data conversion, data mapping, implementation, configuration, training, integration and deployment of the SaaS Services, and/or other professional services identified on an Order Form, including any training materials, tutorials and related documentation provided in connection with the performance of the Professional Services.

"**SaaS Services**" means the software as a service and the subscription products and services identified in the Order Form and associated Support.

"Services" means, collectively, the SaaS Services (as also may be identified as "**Subscription Products**") and Professional Services.

"Service Level or Service Level Agreement" means the customer support service level that SSG offers with respect to the SaaS Services, as they may be updated by SSG from time to time located at: http://www.socialsolutions.com/legal/.

"User" or "**Named User**" means an individual identifiable by a name and excludes concurrent users. "**Administrator**" or "**Enterprise Manager**" means the dedicated and name User of Client identified as the individual who shall be responsible for Client's Users, to attend and complete training, administer licenses and to be the technical point of contact on Client's behalf pertaining to Support and Services.

2 PURPOSE AND SCOPE

2.1 Purpose. This Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Services by SSG to Client. Additional terms for the purchase of a specific Service are set forth in the Order Form. The parties acknowledge receipt of and agree to be bound by the terms and conditions of the Agreement.

2.2 Incorporation of Order Forms. At any time after execution of the initial Order Form, Client may purchase additional Services or otherwise expand the scope of Services granted under an Order Form, upon SSG's receipt and acceptance of a new Order Form.

2.3 Order of Precedence. To the extent any terms and conditions of this Agreement conflict with the terms of an Order Form or any other document, the documents shall control in the following order: (i) Order Forms with the latest date(s), (ii) this Agreement as updated by SSG from time to time, and, (iii) any other documents expressly incorporated herein by reference.

3 SERVICES

3.1 Generally. Subject to Client's and its Users' compliance with the terms of this Agreement and timely payment of the applicable fees, SSG will make the SaaS Services available to Client and its Users during the Term.

3.2 Environment. SSG will provide Client online access to and use of the SaaS Service(s) via the Internet by use of a SSG-approved Client-provided browser. The SaaS Services will be hosted and maintained by SSG or its designated third-party supplier or data center. Client is solely responsible for obtaining and maintaining, at its own expense, all equipment needed to access the SaaS Services, including but not limited to Internet access, adequate bandwidth and encryption technology.

3.3 Changes. Access is limited to the version of the SaaS Services in SSG's production environment. SSG regularly updates the SaaS Services and reserves the right to discontinue, add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements. SSG will notify Client of any material change to or discontinuance of the SaaS Services.

3.4 Security; Back-Ups. Without limiting Client's obligations under Section 4.4, SSG will implement reasonable and appropriate measures designed to secure Client Data against accidental or unlawful loss, access or disclosure. SSG will perform back-ups in accordance with SSG's back-up daily schedule. Client Data is automatically encrypted while at rest within the SSG database and in transit. SSG will use industry-standard cipher key, intrusion detection system (IDS), virus scanning, automated system checks, and remote logging to guard against unauthorized access. SSG utilizes data centers that are staffed 24x7 by trained security guards, and access must be strictly authorized. The cloud infrastructure has been designed and managed to adhere to ISO 27001:2013 for Penelope products and SOC2 standards and procedures for Apricot an ETO products.

3.5 Service Availability. SSG will use commercially reasonable efforts to make the Service generally available for Client's use at an uptime percentage of 99.9% ("Service Availability") during the hours of 8:00 am to 8:00 pm Central Standard Time US. Service Availability does not include interruption of Service as a result of (i) downtime for scheduled or emergency maintenance (ii) Internet Unavailability, (iii) Independent Client Activity or (iv) force majeure events or any other events that are not under SSG's control.

3.6 Support Services. Support services provided by SSG as part of SaaS Services include (i) technical support and workarounds so that the SaaS Services operate in material conformance with the Documentation, and (ii) the provision of updates thereto, if and when available, all of which are provided under SSG Support policies (as may be amended by SSG from time to time) in effect at the time the Support services are provided ("**Support**'). For the avoidance of doubt, Support excludes Professional Services. Updates include bug fixes, patches, error corrections, minor and major releases, non-new platform changes, or modifications or revisions that enhance existing performance. Updates exclude new Services, modules or functionality for which SSG generally charges a separate fee. Support is provided solely to the number of Administrators or Enterprise Managers specified on the applicable Order Form.

SSG is under no obligation to provide Support with respect to: (i) Services that have been altered or modified by anyone other than SSG or its authorized representatives ; (ii) Services used other than in accordance with the Documentation; (iii) discrepancies that do not significantly impair or affect the operation of the Service; (iv) Errors or malfunction caused by Client or its Users' failure to comply with the minimum system requirements as provided by SSG or by use or upload of non-conforming Client Data, or by Independent Client Activity; or (vi) Errors and malfunction caused by any systems or programs not supplied by SSG.

3.7 Professional Services and Training. SSG will perform the Professional Services for Client described in one or more work orders, work authorizations or statements of work (collectively "***SOW***"). Either party may propose a change order to add to, reduce or change the work outlined in the SOW. Each change order must specify the change(s) to the Professional Services, and the effect on the time of performance and, the fees due and payable to SSG due to the change and executed by both parties. Professional Services must be used within one (1) year of the date of execution of the applicable Order Form by Client or will expire and will not be refunded. Professional Services and Training fees are based on Professional Services and Training provided during normal SSG business hours, Monday through Friday, 8:30 a.m. – 5:30 p.m. US central time zone (SSG holidays excluded), as SSG may modify upon notice to Client. Professional Services or Training provided by SSG outside of normal SSG business hours will be subject to a premium service charge

3.8 Client Obligations and Cooperation. Client agrees to provide SSG with good faith and cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by SSG in order to perform the Professional Services and Training (as applicable), as may be applicable and to provide the Services, including, but not limited to, providing security access, information, and software interfaces to Client's applications, and Client personnel, as may be reasonably requested by SSG from time to time. Client acknowledges and agrees that SSG's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. SSG is entitled to rely on all decisions and approvals of Client. Client will follow the instructions and reasonable policies established by SSG from time to time and communicated to Client and shall make all reasonable efforts not to impede or otherwise delay the performance of any Professional Services. Client further represents and warrants that any and all documentation, this Agreement, any Order Form, SOW or change order shall be executed by or on behalf of Client by duly authorized or appointed persons and further, any requisite internal approvals as may be required by Client have been obtained in advance of Client's commitment to procure and use the Services.

4 USING THE SAAS SERVICES

4.1 Limited License. SSG hereby grants Client and its Users a personal, non-exclusive, non-transferable, limited worldwide license to remotely access and use the SaaS Services during the term of the applicable Order Form solely for Client's internal business purpose(s), subject to the terms and conditions of this Agreement. Client agrees to limit access to the SaaS Services to the number of Users identified in the applicable Order Form(s) during the Term.

4.2 User Administration. Client is solely responsible for the administration, authorization and termination of all User identifications and passwords to access and use the Services. Client shall not permit Users to share User identifications and passwords, nor allow for multiple users under the same

license. Client agrees to immediately notify SSG of any unauthorized use of the Services, or any other breach of security suspected or known to Client. Fees for the Services are based on the number of Users communicated to SSG. Client shall report to SSG no less than annually the number of Users. Any increase in the number of Users in excess of the established limit(s) in one or more Order Form will result in an increase in the annual Service Fees. Client may not decrease the number of licenses for its Users during the Term of the Order Form. Upon termination of an Order Form, all licenses granted to Client with respect to the Services under that Order Form shall automatically terminate and Client shall immediately discontinue its use thereof.

4.3 Acceptable Use Policy. Client acknowledges and agrees that SSG does not monitor or police the content of communications or data of Client or its Users transmitted or uploaded through the Services, and that SSG will not be responsible for the content of any such communications, transmissions or uploads. Client agrees to use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and SSG's policies. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. Should a violation be alleged or become known, SSG may remove any violating content posted or transmitted through the SaaS Services without notice to Client. SSG may suspend or terminate any of Client's User's access to the SaaS Services upon notice if SSG reasonably determines that such User has violated the terms of this Agreement.

4.4 Security. Client will not: (a) breach or attempt to breach the security of the SaaS Services or any network, servers, data, computers or other hardware relating to or used in connection with the SaaS Services, or any third party that is hosting or interfacing with any part of the SaaS Services; or (b) use or distribute through the SaaS Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the SaaS Services or the operations or assets of any other Client of SSG or any third party. Client will comply with the user authentication requirements for use of the SaaS Services. Client is solely responsible for monitoring its Users' access to and use of the SaaS Services. SSG has no obligation to verify the identity of any person who gains access to the SaaS Services by means of a Client's account. Any failure by any Client User to comply with the Agreement will be deemed to be a breach by Client, and SSG will not be liable for any damages incurred by Client or any third party resulting from such breach. If there is any compromise in the security of a User account or if unauthorized use is suspected or has occurred, Client must immediately take all necessary steps, including providing prompt notice to SSG, to effect the termination of suspected account.

4.5 Client Data. Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data. Client Data is subject to the terms of this Agreement along with SSG's Privacy Policy located at http://www.socialsolutions.com/legal/.

4.6 Third-Party Providers. Certain third-party providers, some of which may be listed on SSG's website, offer products and services related to the Services, including implementation, configuration, and other consulting services and applications (both offline and online) that work in conjunction with the SaaS Services, such as by exchanging data with the Service or by offering additional functionality. SSG is not responsible for any exchange of data or other interaction or transaction between Client and a third-party provider, including purchase of any product or service, all of which is solely between Client and the third-party provider.

4.7 Links. The SaaS Service may contain links to third party websites or resources. Client acknowledges and agree that SSG is not responsible or liable for (a) the availability, accuracy, or security of such third-party sites or resources; or (b) the content, advertising, or products on or available from such website or resources. The inclusion of any link on the Service does not imply that SSG endorses the linked website. Client uses the links at its own risk.

4.8 Training. It is Client's responsibility to ensure that all Users receive training services sufficient to enable Client to effectively access and use the SaaS Services. Failure to do so could result in additional fees if support requests are deemed excessive as a result of insufficient training, at SSG's discretion. Support may not be used as a substitute for training.

4.9 Storage space: Storage space is allotted in SKU in the Subscription Product and Services description in the Order Form. Client may purchase additional storage space at SSG's then prevailing rates. System reviews of the amount of storage space being used by Client will be performed periodically. If Client is using more than the allotted storage space as noted in the relevant SKU, Client will be invoiced for the additional storage usage upon the earlier of (i) discovery of the storage space overage or (ii) then next invoice cycle.

4.10 Public Agency Cooperative Procurement. If Client is a public sector agency, SSG will extend the same terms and conditions in this Agreement to all public agencies in the same jurisdiction of Client (City, County, State) wishing to purchase SSG Products and Services. Any public agency exercising a purchase under this Agreement will execute its own Order Form for its specific requirements and this Agreement shall be referenced in such purchase. Public agencies may utilize this Agreement through their own procurement process in compliance with their own bidding and purchasing requirements with no statutory provision prohibiting such purchase therein. Client shall not be liable for the obligations of any public agency utilizing this Agreement for such public agency's own purchase

5 FEES, TAXES & PAYMENTS

5.1 General. Fees, currency, and payment terms are specified in the applicable Order Form. All fees are in United States Dollars (unless otherwise noted in the Order Form) and exclude taxes. Client is responsible for payment of all applicable taxes (excluding those on SSG's net income) relating to the provision of the Services. In the event Client is tax exempt, such evidence shall be provided to SSG at time of execution of any Order Form. Except as otherwise expressly specified in the Order Form, all recurring fees payment obligations start from the execution of the Order Form. SSG may increase recurring fees on an annual basis upon 60 days prior written notice. Unless otherwise specified in the Order Form, payment of invoiced fees is due 30 days after the invoice date. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by applicable law. Failure to make timely payments is a material breach of the Agreement and SSG will be entitled to suspend any or all of the Services, including its performance obligations hereunder in accordance with the provisions of Section 11.4 and/or to modify the payment terms, and to request full payment before any additional performance is rendered by SSG. In the event of Suspension of thirty (30) days or more, SSG has the right, in its sole discretion, to terminate this Agreement

and any Order Form without further notice to Client. Client agrees to reimburse SSG for expenses incurred, including interest and reasonable attorney fees, in collecting amounts due SSG hereunder that are not under good faith dispute by Client. Amounts paid or payable for SaaS Services are not contingent upon the performance of any Professional Services. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SSG regarding future functionality or features.

5.2 Professional Services. Professional Services shall be provided to Client on a "Time and Materials" basis, if an estimated total fee amount is stated in the Order Form or SOW, that amount is solely a good-faith estimate for Client's budgeting and SSG's resource scheduling purposes and not a guarantee nor a warranty that the work will be completed for that amount or within Client's specified time frame. Any delays or lack of timely cooperation by Client may result in additional fees. Professional Services purchased must be used within, and rates quoted are valid for, a period of one year following the effective date of the Order Form. Hours that are not used or have expired after the one-year period are non-refundable.

5.3 Professional Services Travel and Lodging Expenses. Upon preapproval by Client and subject to Client's policies, SSG's reasonable travel and lodging costs and expenses incurred by SSG in the performance of Professional Services on Client's site will be billed separately at actual cost.

6 PROPRIETARY RIGHTS

6.1 Ownership. The SaaS Services and all equipment, infrastructure, websites and other materials provided by SSG in the performance of Services will always remain the exclusive, sole and absolute property of SSG or its licensors. Client does not acquire any right, title, or interest in or to the SaaS Services. Client hereby assigns rights to SSG any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client relating to the SaaS Services or Professional Services. SSG may use such submissions as it deems appropriate in its sole discretion. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the SaaS Services and the related logos, Service names, etc. and all rights not expressly granted are reserved by SSG and its licensors. Client may not obscure, alter or remove any copyright, patent, trademark, service mark or proprietary rights notices on any portion of the SaaS Services or other materials, including SSG Documentation**.**

6.2 Restrictions. Client may not itself, nor through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the SaaS Services; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the SaaS Services, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Services to any user other than Users; (iv) write or develop any derivative works based upon the Services; (v) modify, adapt, tamper with or otherwise make any changes to the SaaS Services or any part thereof; (vi) obliterate, alter, or remove any proprietary or intellectual property notices from the SaaS Services; (vii) create Internet "links" to or from the SaaS Services, or "frame" or "mirror" any Content, (viii) use the SaaS Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (ix) disclose or publish, without SSG's prior express written consent, performance or capacity statistics or the results of any benchmark test performed on the SaaS Services; or (x) otherwise use or copy the same except as expressly permitted herein.

6.3 Client Data. Client owns all Client Data. Client agrees that SSG may access User accounts, including Client Data, to provide Support or enforce the terms of this Agreement, and SSG may compile, use and disclose User statistics and Client Data in aggregate and anonymous form only. Client has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right of use of all Client Data.

6.4 Transition of Client Data at Termination. Prior to termination of this Agreement or any Order Form, Client may access and download their Client Data at any time at no charge via the standard Services interfaces and reporting. Upon termination of this Agreement or any Order Form, should Client elect SSG's assistance in the extraction of Client Data, including any attachments, separate fees shall apply as included in an Order Form for the transition of said Client Data. Such transition must occur within thirty (30) days of termination or expiration of the SaaS Services. In no event shall SSG be liable to retain Client Data for a period in excess of thirty (30) days of the termination or expiration of the SaaS Services unless otherwise required by applicable law.

7 WARRANTIES AND DISCLAIMERS.

7.1 Client Data Warranty. Client represents and warrants that it has the right to use and provide the Client Data to SSG.

7.2 SSG Warranties. SSG warrants that the SaaS Services, as may be updated or enhanced by SSG from time to time will perform substantially in accordance with the Documentation under normal Client use and circumstances and that the Professional Services will be performed in a manner consistent with general industry standards reasonably applicable to the provision thereof. SSG is not responsible for any claimed breach of any warranty set forth in this Section caused by: (i) modifications made to the SaaS Services by anyone other than SSG or its authorize representatives; (ii) the combination, operation or use of the hosted SSG Software with any items not certified or expressly approved in writing by SSG; (iii) SSG's adherence to Client's specifications or instructions; (iv) Errors caused by or related to Internet Unavailability or Independent Client Activity; or (v) Client deviating from the Service operating procedures described in the Documentation or as otherwise approved in writing by SSG. Correction for defects or issues traceable to the above warranty exclusions will be invoiced at SSG's then standard time and material charges.

7.3 Disclaimers. SSG, ITS LICENSORS, AUTHORIZED REPRESENTATIVES, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. SSG MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE SERVICES AND ANY RELATED INSTALLATION, CONFIGURATION, MAINTENANCE OR OTHER SUPPORT SERVICES, EXPRESS OR IMPLIED, AT LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8 INDEMNIFICATION

8.1 SSG Indemnity. SSG agrees, at its own expense, to defend, indemnify and hold Client, and its affiliates, officers, directors, employees, and

agents harmless against any damages finally awarded and payable to any third party in any such suit or cause of action, alleging that a SaaS Service as used in accordance with this Agreement infringes the registered U.S. patent or copyright of any third party. If a SaaS Service is held or believed to infringe on a registered U.S. patent or copyright of a third party, SSG may, in its sole discretion, (a) modify the Service to be non-infringing, (b) obtain for Client a license to continue using the affected Service, or (c) if neither (a) nor (b) are practical in SSG's sole judgment, terminate the affected Service and return to Client the pro-rated portion of unused Service fees actually paid by Client for the affected Service. The foregoing obligations of SSG do not apply (i) to the extent that the allegedly infringing SaaS Service or portions or components thereof or modifications thereto result from any change or that are developed or configured in whole or in part in accordance with Customer's specifications, made by Client or by any third party for Client, (ii) if the infringement claim could have been avoided by using an unaltered current version of a SaaS Service which was provided by SSG, (iii) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by SSG, or any material from a third party portal or other external source that is accessible to Client within or from the SaaS Service (e.g., a third party Web page accessed via a hyperlink), (iv) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by SSG, or (v) to the extent that an infringement claim is caused by the provision by Client to SSG of materials, designs, know-how, software or other intellectual property with instructions to SSG to use the same in connection with the SaaS Service, (iv) to the extent that Client is in material breach of its obligations under the terms of this Agreement. The indemnity and other remedies set forth in this Section shall be the exclusive remedies of the Client with respect to any claim and actions for which SSG has an obligation of indemnity pursuant to this Section.

8.2 Client Indemnity. Client agrees to defend, indemnify and hold SSG, its licensors, and its and their respective parents, subsidiaries, affiliates, officers, directors, employees, and agents harmless from and against any and all losses, including, but not limited to any damages, attorneys' fees and costs finally awarded against Client or as a result of a court approved settlement arising out of or in connection with a third party claim concerning (a) the Client Data or the combination of the Client Data with other applications, systems, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by the Client Data or by the use, development, design, production, advertising or marketing of the Client Data; (b) any and all losses, including without limitation, data loss or damage to hardware, software and other property arising from Client's or its Users' acts and omissions in using the Services, including without limitation Independent Client Activity; (c) Client's or its Users' use of Services in violation of the terms of this Agreement or applicable law; or (d) a dispute between Client and any of its Users.

8.3 Injunction. If Client's use of the Services is or is likely to be enjoined, SSG may, without limiting SSG's indemnity obligations hereunder, procure the right for Client to continue to use the Services or modify the Services in a functionally equivalent manner so as to avoid such injunction. If the foregoing options are not available on commercially reasonable terms and conditions, SSG may immediately terminate the Agreement and refund to Client a prorated amount of prepaid fees for the SaaS Service actually paid by Client for the unused portion of the then-current subscription Term. If the foregoing options are not available on commercially reasonable terms and conditions as it relates to Professional Services, SSG will refund to Client the fees paid for such Professional Services less a credit for use based on straight line depreciation applied on a quarterly basis over five years from the date of initial delivery of the Professional Services.

8.4 Procedure. If one party herein (the "**Indemnitee**") receives any notice of a claim or other allegation with respect to which the other party (the "Indemnitor") has an obligation of indemnity hereunder, then the Indemnitee will, within 15 days of receipt of such notice, give the Indemnitor written notice of such claim or allegation setting forth in reasonable detail the facts and circumstances surrounding the claim. The Indemnitee will not make any payment or incur any costs or expenses with respect to such claim, except as requested by the Indemnitor or as necessary to comply with this procedure. The Indemnitee will not make any admission of liability or take any other action that limits the ability of the Indemnitor to defend the claim. The Indemnitor shall immediately assume the full control of the defense or settlement of such claim or allegation, including the selection and employment of counsel, and shall pay all authorized costs and expenses of such defense. The Indemnitee will fully cooperate, at the expense of the Indemnitor, in the defense or settlement of the claim. The Indemnitee shall have the right, at its own expense, to employ separate counsel and participate in the defense or settlement of the claim. The Indemnitor shall have no liability for costs or expenses incurred by the Indemnitee, except to the extent authorized by the Indemnitor or pursuant to this procedure.

9 NONDISCLOSURE. All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. SSG may disclose Client's Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Services. SSG may use Client's Confidential Information solely as provided for under Agreement. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, and (b) as required to respond to any summons or subpoena or in connection with any litigation, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, SSG may retain information for regulatory purposes or in back-up files, provided that SSG's confidentiality obligations hereunder continue to apply. For purposes of this Section, "**Confidential Information**" means information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Confidential Information of SSG and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, all trade secrets, software, source code, object code, specifications, documentation, business plans, Client lists and Client-related information, financial information, auditors reports of any nature, proposals, as well as results of testing and benchmarking of the Services, product roadmap, data and other information of SSG and its licensors relating to or embodied in the Services. Information will not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party

without reference to any Confidential Information of the other. The obligations of SSG set forth in this Section 9 will not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future SSG product or service, and, accordingly, neither SSG nor any of its clients or business partners will have any obligation or liability to Client with respect to any use or disclosure of such information.

10 **LIMITATION OF LIABILITY**. Notwithstanding anything to the contrary contained in this Agreement, any Order Form, SOW, or other exhibits and attachments, SSG's total liability for any and all damages may not exceed: (i) with respect to the SaaS Services, the fees (excluding implementation or other Professional Services fees) paid by Client for the twelve (12) month period preceding the action or event giving rise to the liability or (ii) with respect to the Professional Services, the total fees received by SSG from Client for the Professional Services under the SOW giving rise to the liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER CLIENT, SSG, NOR THEIR RESPECTIVE LICENSORS AND SUPPLIERS WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE INFORMATION OR LOSS OF INFORMATION OR COST OF COVER) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11 TERM AND TERMINATION

11.1 **Agreement Term.** The term of this Agreement commences upon the execution of an Order Form referencing this Agreement and will continue in full force and effect until the expiration or termination of all such Order Forms, unless otherwise terminated earlier as provided hereunder.

11.2 **SaaS Services Term.** The initial term of each of the SaaS Services is specified in the Order Form ("**Initial Term**") and automatically renews for the same length as the Initial Term but not less than a period of twelve (12) months (the "**Renewal Term**") unless either party gives written notice 45 days prior to the end of the Initial Term, or any renewal term, of its intention to terminate the Order Form. The Initial Term and any Renewal Term, combined, are referred to as the "**Term**". The SaaS Services may not be terminated in whole or in part during the Initial Term or any Renewal Term, except as set forth in Section 11.3

11.3 **Termination.** Either party may terminate the Agreement, and any Order Forms subject to the Agreement, immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement; (ii) the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 5 which will have only a 10 day cure period; (ii) the other party ceases business operations; or (iv) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). If SSG terminates this Agreement due to an uncured Client breach, Client agrees to pay to SSG the remaining value of the current Term (that Client acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate recurring Service fees (as set forth in the Order Form) that will become due during the canceled portion of the Term. Where a party has rights to terminate, that party may at its discretion either terminate the entire Agreement or the applicable Order. In such case, Order Forms that are not terminated will continue in full force and effect under the terms of this Agreement.

11.4 **Suspension.** SSG will be entitled to suspend any or all Services upon 10 days notice to Client in the event Client is more than 60 days past due with any payment or otherwise for an uncured breach of this Agreement ("**Suspension**"). However, SSG may suspend Client's access and use of the SaaS Services immediately, with notice to Client following promptly thereafter, if, and so long as, in SSG's sole judgment, there is a security or legal risk created by Client that may interfere with the proper continued provision of the SaaS Services or the operation of SSG's network or systems. SSG may impose an additional charge to reinstate service following such suspension. In the event of a Suspension of thirty (30) days or more, SSG has the right, in its sole discretion and without further notice to Client, to terminate this Agreement and any Order Form and to further pursue any rights and remedies under this Agreement or at law and equity.

11.5 **Post Termination.** SSG has no obligation to retain Client Data beyond thirty (30) days after the expiration or termination of SaaS Services unless required by appliable law.

11.6 **Survival.** Sections 1, 2, 5, 6, 7.3, 8, 9, 10, 11, and 12 will survive termination of this Agreement.

12 MISCELLANEOUS

12.1 **Compliance**. During the term of the Agreement and for a period of one year following its termination, SSG will have the right to verify Client's full compliance with the terms and requirements of the Agreement. If such verification process reveals any noncompliance, Client will promptly cure any such noncompliance; provided, however, that the obligations under this Section do not constitute a waiver of SSG's termination rights and do not affect SSG's right to payment for Services and interest fees related to usage in excess of the License Metrics.

12.2 **Force Majeure**. Any party hereto will be excused from performance (except payment obligations) under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

12.3 **Non-Solicitation.** Both parties agree not to recruit, divert, or solicit the employment of each other's employees during the term of this Agreement and for a period of 12 months following termination or expiration of this Agreement; provided, however, that either party may engage in general solicitations (e.g., newspaper, online job postings, etc.) for employees in the ordinary course of business not specifically directed or targeted at the other party's employees.

12.4 Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party will not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

12.5 Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

12.6 Severability. If any of the provisions of this Agreement are determined be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of Client and SSG will be construed and enforced accordingly.

12.7 Assignment. SSG may assign the Agreement to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets. Client may not assign the Agreement or any of the rights or obligations under the Agreement without the prior written consent of SSG.

12.8 Relationship of the Parties. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of the Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

12.9 Governing Law and Dispute Resolution. This Agreement is governed by the laws of the State of Texas without giving effect to its conflict of law provisions. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Travis County, Texas before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.

12.10 Entire Agreement. The Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter and will govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement may not be modified except by a writing signed by SSG and Client. SSG acceptance of a Client purchase order or other ordering document is for convenience only, and any additional or different terms in any purchase order or other response by Client are deemed objected to by SSG without need of further notice of objection and will be of no effect or in any way binding upon SSG.

12.11 Use of Agents. SSG may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence will relieve SSG from responsibility for performance of its duties under the terms of this Agreement. To the extent SSG utilizes third parties or subcontractors in connection with the Services, SSG shall ensure that such third parties and subcontractors are bound by similar confidentiality requirements as required of SSG.

12.12 Publicity. Client agrees that SSG may identify Client as a recipient of Services and use its logo in sales presentations, marketing materials and press releases.

12.13 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given (a) upon receipt by personal delivery, delivery by overnight courier (with signature acknowledgement of receipt), or delivery by certified mail, (b) the second business day after mailing via first class mail (other than pursuant to (a)), or (c) immediately if sent by email or by a notification delivered via the SaaS Services. All Notices to SSG shall be directed to Social Solutions Global, Inc., 10801-2 N. MoPac Expy., Suite 400, Austin, TX 78759, ATTN: Legal Department with a copy to legal@socialsolutions.com, or the address set forth in the Order Form for Client. Either party may designate, by Notice to the other, substitute addresses, addressees for Notices, and thereafter, Notices are to be directed to those substitute addresses, addressees or facsimile numbers.

RIDER TO MASTER SERVICES AGREEMENT

This Rider ("Rider") is attached to the Master Services Agreement dated effective _____ 1, 2022 (the "Master Services Agreement"), between Williamson County, Texas, a political subdivision of the State of Texas ("Client") and Social Solutions Global, Inc. ("SSG"), to modify the terms and conditions to the Master Services Agreement. Client and SSG each may be referred to individually as a "Party" and collectively as the "Parties."

The Parties agree to modify the terms and conditions of the Master Services Agreement as follows:

1. **Section 5(a) General.** Section 5(a) is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

"Fees and payment terms are specified in the applicable Order Form. All fees are in United States Dollars and exclude taxes. Client is responsible for payment of all applicable taxes (excluding those on SSG's net income) relating to the provision of the Services. Except as otherwise expressly specified in the Order Form, all recurring fees payment obligations start from the execution of the Order Form. SSG may increase recurring fees on an annual basis upon 60 days prior written notice. Unless otherwise specified in the Order Form, payment of invoiced fees is due 30 days after the invoice date. ~~Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law.~~ Failure to make timely payments is a material breach of the Agreement and SSG will be entitled to suspend any or all of its performance obligations hereunder in accordance with the provisions of Section 11(d) and/or to modify the payment terms, and to request full payment before any additional performance is rendered by SSG. As may be allowed by applicable law, Client agrees to reimburse SSG for expenses incurred, including interest and reasonable attorney fees, in collecting amounts due SSG hereunder that are not under good faith dispute by Client. Amounts paid or payable for SaaS Services are not contingent upon the performance of any Professional Services. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SSG regarding future functionality or features. Notwithstanding the foregoing, payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Client receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday."

2. **Section 6(a) Ownership.** Section 6(a) is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

"Ownership. The SaaS Services and all equipment, infrastructure, websites and other materials provided by SSG in the performance of Services will always remain the exclusive, sole and absolute property of SSG or its licensors. Client does not acquire any right, title, or interest in or to the SaaS Services. If Client provides any suggestions, ideas, enhancement requests, feedback, or recommendations relating to the SaaS Services or Professional Services (collectively, "Feedback"), provided that such Feedback does not contain Confidential Information of Client, SSG may use such Feedback as it deems appropriate in its sole discretion without any restriction or obligation to Client. Client has no obligation to provide Feedback. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the SaaS Services and the related logos, Service names, etc. and all rights not expressly granted are reserved by SSG and

its licensors. Client may not obscure, alter or remove any copyright, patent, trademark, service mark or proprietary rights notices on any portion of the SaaS Services or other materials, including SSG Documentation.**"**

3. **Section 8(a) SSG Indemnity.** Section 8(a) is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

SSG Indemnity. SSG agrees, at its own expense, to defend, indemnify and hold Client, and its affiliates, officers, directors, employees, and agents harmless against any damages finally awarded and payable to any third party in any such suit or cause of action, alleging that a SaaS Service as used in accordance with this Agreement infringes the registered U.S. patent or copyright of any third party. If a SaaS Service is held or believed to infringe on a registered U.S. patent or copyright of a third party, SSG may, in its sole discretion, (a) modify the Service to be non-infringing, (b) obtain for Client a license to continue using the affected Service, or (c) if neither (a) nor (b) are practical in SSG's sole judgment, terminate the affected Service and return to Client the pro-rated portion of unused Service fees actually paid by Client for the affected Service. The foregoing obligations of SSG do not apply (i) to the extent that the allegedly infringing SaaS Service or portions or components thereof or modifications thereto result from any change or that are developed or configured in whole or in part in accordance with Customer's specifications, made by Client or by any third party for Client, (ii) if the infringement claim could have been avoided by using an unaltered current version of a SaaS Service which was provided by SSG, (iii) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by SSG, or any material from a third party portal or other external source that is accessible to Client within or from the SaaS Service (e.g., a third party Web page accessed via a hyperlink), (iv) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by SSG, or (v) to the extent that an infringement claim is caused by the provision by Client to SSG of materials, designs, know-how, software or other intellectual property with instructions to SSG to use the same in connection with the SaaS Service, (vi) to the extent that Client is in material breach of its obligations under the terms of this Agreement. Additionally, SSG agrees to defend, indemnify, and hold harmless Client, its directors, officers, employees, agents, independent contractors, authorized volunteers, attorneys, and consultants from and against all losses, costs, demands, attorneys' fees, expenses, obligations, liabilities, penalties, interests, recoveries, damages, claims, and judgments alleged to result from, arise out of, or be in any way connected with any willful acts, active or passive negligence, errors, or omissions, including violation of any law or regulation, resulting from SSG's failure to encrypt Client Data to industry-standard cipher key size. The indemnity and other remedies set forth in this Section shall be the exclusive remedies of the Client with respect to any claim and actions for which SSG has an obligation of indemnity pursuant to this Section.

4. **Section 8(b). Client Indemnity.** Section 8(b) is hereby deleted in its entirety and replaced with the following:

"Client shall not be liable for any negligent or wrongful acts, either of commission or omission, unless such liability is imposed by law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party. 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 Client's rights."

5. **Section 9. Nondisclosure.** Section 9 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

NONDISCLOSURE. All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. SSG may disclose Client's Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Services. SSG may use Client's Confidential Information solely as provided for under Agreement. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, including but not limited to the public records acts of Texas, or (b) as required to respond to any summons or subpoena or in connection with any litigation, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, SSG may retain information for regulatory purposes or in back-up files, provided that SSG's confidentiality obligations hereunder continue to apply. For purposes of this Section, "**Confidential Information**" means information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Confidential Information of SSG and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, all trade secrets, software, source code, object code, specifications, documentation, business plans, Client lists and Client-related information, financial information, auditors reports of any nature, proposals, as well as results of testing and benchmarking of the Services, product roadmap, data and other information of SSG and its licensors relating to or embodied in the Services. Information will not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. The obligations of SSG set forth in this Section will not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future SSG product or service, and, accordingly, neither SSG nor any of its clients or business partners will have any obligation or liability to Client with respect to any use or disclosure of such information. The parties acknowledge and agree Client is a public entity subject to the provisions of the public records acts of Texas and further acknowledge and agree that this Agreement and any record produced in relation to this Agreement that is in the possession of Client may be subject to disclosure pursuant to the public records acts of Texas, irrespective of whether or not it is Confidential Information, and any such disclosure shall not be considered a breach of this Agreement.

6. **Section 11(b) SaaS Service Terms.** Section 11(b) is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

SaaS Services Term. The initial term of each of the SaaS Services is specified in the Order Form ("**Initial Term**") and ~~automatically renews~~ shall renew for the same length as the Initial Term or for a great or lesser Term upon the mutual written agreement of the parties. Either party shall give written notice ~~45~~ 90 days prior to the end of the Initial Term, or any renewal term ("**Renewal Term**"), of its intention to terminate the Order Form. The Initial Term and any Renewal Term, combined, are referred to as the "**Term**". The SaaS Services may not be terminated in whole or in part during the Initial Term or any Renewal Term, except as set forth in Section 11(c).

7. **Section 11(c) Termination.** Section 11(c) is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

Termination. Either party may terminate the Agreement, and any Order Forms subject to the Agreement, immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement; (ii) the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 5 which will have only a 10 day cure period; (iii) the other party ceases business operations; (iv) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events); or (v) in the event Client—a public entity dependent upon receiving public funding for the performance of its operations: (a) does not receive, (b) is not appropriated, or (c) otherwise experiences or is notified of a reduction in Client's funding, Client shall have the option to terminate this Agreement and Order Form(s) solely on the basis of lack of reduction of funding on an annual basis. Client's written notice of termination on the basis of subsection (v) of this Section 11(c) shall include appropriate documentation reasonably satisfactory to SSG demonstrating that funding has been or will be reduced or is no longer available for Client's to fulfill its obligations under this Agreement. Where a party has rights to terminate, that party may at its discretion either terminate the entire Agreement or the applicable Order. In such case, Order Forms that are not terminated will continue in full force and effect under the terms of this Agreement.

8. **Section 12(b) Force Majeure.** Section 12(b) is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

"Any party hereto will be excused from performance (except payment obligations, provided SSG is able to continue services during the Force Majeure event) under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. Either party may terminate this Agreement without penalty if a Force Majeure event prevents either party from its performance obligations under the terms of this Agreement for a consecutive period of time exceeding ninety (90) or more days."

9. **Section 12(l) Publicity.** Section 12(l) is hereby deleted in its entirety and replaced with the following:

"Client agrees that SSG may identify Client as a recipient of Services and use its logo in sales presentations, marketing materials and press releases, upon prior written approval from Client."

10. **Section 12(n) Insurance.** A new Section 12(n) is hereby added as follows:

"**Insurance.** SSG shall obtain, pay for, and maintain in full force and effect during the Term insurance coverages in the following types and amounts:

Commercial General Liability with limits no less than One Million Dollar ($1,000,000) per claim and Two Million Dollar ($2,000,000) in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of SSG under this Agreement;

Cyber Liability Insurance, including first party and third party coverage, with limits no less than Two

Million Dollar ($2,000,000) per claim and Five Million Dollar ($5,000,000) in the aggregate for all claims each policy year;

Worker's Compensation in at least the minimum amount required by applicable law;

Errors and Omissions/Professional Liability with limits no less than One Million Dollar ($1,000,000) per claim and Two Million Dollar ($2,000,000) in the aggregate for all claims each policy year; and

Umbrella/Excess Coverage for the insurance coverages required under this Section. Such Umbrella/Excess Coverage insurance shall provide for a limit of at least Five Million Dollars ($5,000,000) per occurrence excess of underlying insurance.

All insurance policies: (a) will be issued by insurance companies with a Best's Rating of no less than A-VII; (b) provide that SSG gives Client at least thirty (30) days' prior written notice of any cancellation or non-renewal of, or material change in, the coverage, scope or amount of such policy and SSG will furnish to Client evidence of insurance evidencing the required insurance coverages promptly upon Client's written request. If underwritten on a claim made insuring agreement, all required insurance hereunder shall be maintained for a period necessary to cover any claim(s) made under the Agreement."

11. **Section 12(o) Transition of Client Data at Termination.** A new Section 12(o) is hereby added as follows:

"**Transition of Client Data at Termination.** Prior to termination of this Agreement or any Order Form, Client may access and download their Client Data at any time via the standard Services interfaces and reporting. Upon termination of this Agreement or any Order Form, should Client elect SSG's assistance in the extraction of Client Data, including any attachments, data extraction fees shall apply to provide a standard SQL backup. Such data extraction fees will be the greater of (i) $250.00 per hour per SSG personnel or $2,500.00. In no event shall SSG be liable to retain Client Data or perform the extraction of Client Data for a period in excess of 90 days of the termination or expiration of the SaaS Services unless otherwise required by applicable law."

12. **Section 12.9. Governing Law and Dispute Resolution.** The first sentence in Section 12.9 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

"This Agreement is governed by the laws of the State of Texas without giving effect to its conflict of law provisions. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in ~~Travis~~ Williamson County, Texas before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Client, the Williamson County Commissioners Court, or the Williamson County Judge."

13. **Section 12.14 Right to Audit.** A new Section 12.14 is hereby added as follows:

"**Right to Audit**: SSG agrees that Client or its duly authorized representatives shall, at Client's sole cost and expense, until the expiration of three (3) years after final payment under this Agreement, have the right to audit by being provided access to and the right to examine and photocopy any and all books, documents, papers and records of SSG which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. SSG agrees that Client shall have access during

normal working hours to all necessary SSG facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. In the event a work space is not available for any reason, SSG shall provide electronic records as requested in writing to Client's designee. Client shall give SSG reasonable advance notice of intended audit with a copy of such request submitted to legal@bonterratech.com."

IN WITNESS WHEREOF, the Parties hereto have executed this Rider and the attached Master Services Agreement with the intent to be legally bound thereby effective _____ 1, 2022.

Social Solutions Global, Inc	**Williamson County, Texas, a political subdivision of the State of Texas**
By:	By:
Print Name:	Print Name:
Title:	Title:

This Master Services Agreement (the "Agreement") is entered into between Social Solutions Global, Inc., its affiliates, subsidiaries and assigns ("SSG") and the Client identified in the applicable Order Form referencing this Agreement or otherwise using the Services ("Client"). SSG and Client, by Client's execution of an applicable Order Form or by use of the SaaS Services, hereby agree to the following terms and conditions:

1 DEFINITIONS

"**ASC**" means the designated support or managed services package as further defined in the Service Level Agreement that, if purchased by Client, will begin approximately ten (10) business days from the start date ("Start Date") of the Order Form (with a portion of ASC package hours to be utilized during the implementation phase of the Professional Services, as may be applicable). Any purchased but unused ASC package hours will not roll over year over year during the Term of the Order Form."

"Content" means information, data, text, music, sound, graphics, video messages and other materials to which Client is provided access by SSG through the Services.

"Client Data" means any data, information, or material Client or any Client User provides or submits through the SaaS Services.

"**Documentation**" means the user instructions, release notes, manuals and on-line help files as updated by SSG from time to time, in the form generally made available by SSG, regarding the use of the SaaS Services.

"**Error**" means a material failure of the SaaS Services to conform to its functional specifications described in the Documentation.

"**Independent Client Activity**" means: (i) use of equipment by Client not provided or previously approved by SSG; or (ii) negligent acts or omissions or willful misconduct by Client or its Users.

"**Internet Unavailability**" means Client's inability to access, or SSG inability to provide, the SaaS Service through the Internet due to causes outside of SSG direct control, including, but not limited to: (i) failure or unavailability of internet ("**Internet**") access; (ii) unauthorized use, theft or operator errors relating to telephone, cable or Internet service provider; (iii) bugs, errors, configuration problems or incompatibility of equipment or services relating to Client's computer or network; or (iv) failure of communications networks or data transmission facilities, including without limitation wireless network interruptions.

"**License Metrics**" means the limitation on the usage of SaaS Services as designated and/or defined in the applicable Order Form or the financial metric used to calculate applicable fees.

"**Order Form**" means the document, regardless of actual name, executed by the parties by which Client orders Services that may specify, among other things, the User license count, duration of the Services, the applicable fees and costs, and incorporates the terms of this Agreement.

"**Professional Services**" means data conversion, data mapping, implementation, configuration, training, integration and deployment of the SaaS Services, and/or other professional services identified on an Order Form, including any training materials, tutorials and related documentation provided in connection with the performance of the Professional Services.

"**SaaS Services**" means the software as a service and the subscription products and services identified in the Order Form and associated Support.

"Services" means, collectively, the SaaS Services (as also may be identified as "**Subscription Products**") and Professional Services.

"Service Level or Service Level Agreement" means the customer support service level that SSG offers with respect

to the SaaS Services, as they may be updated by SSG from time to time located at: http://www.socialsolutions.com/legal/.

"User" or "**Named User**" means an individual identifiable by a name and excludes concurrent users. "**Administrator**" or "**Enterprise Manager**" means the dedicated and name User of Client identified as the individual who shall be responsible for Client's Users, to attend and complete training, administer licenses and to be the technical point of contact on Client's behalf pertaining to Support and Services.

2 PURPOSE AND SCOPE

(a) Purpose. This Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Services by SSG to Client. Additional terms for the purchase of a specific Service are set forth in the Order Form. The parties acknowledge receipt of and agree to be bound by the terms and conditions of the Agreement.

(b) Incorporation of Order Forms. At any time after execution of the initial Order Form, Client may purchase additional Services or otherwise expand the scope of Services granted under an Order Form, upon SSG's receipt and acceptance of a new Order Form.

(c) Order of Precedence. To the extent any terms and conditions of this Agreement conflict with the terms of an Order Form or any other document, the documents shall control in the following order: (i) Order Forms with the latest date(s), (ii) this Agreement and, (iii) any other documents expressly incorporated herein by reference.

3 SERVICES

(a) Generally. Subject to Client's and its Users' compliance with the terms of this Agreement and timely payment of the applicable fees, SSG will make the SaaS Services available to Client and its Users during the Term.

(b) Environment. SSG will provide Client online access to and use of the SaaS Service(s) via the Internet by use of a SSG-approved Client-provided browser. The SaaS Services will be hosted and maintained by SSG or its designated third-party supplier or data center. Client is solely responsible for obtaining and maintaining, at its own expense, all equipment needed to access the SaaS Services, including but not limited to Internet access, adequate bandwidth and encryption technology.

(c) Changes. Access is limited to the version of the SaaS Services in SSG's production environment. SSG regularly updates the SaaS Services and reserves the right to discontinue, add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements. SSG will notify Client of any material change to or discontinuance of the SaaS Services.

3.4 Security; Back-Ups. Without limiting Client's obligations under Section 4(d), SSG will implement reasonable and appropriate measures designed to secure Client Data against accidental or unlawful loss, access or disclosure. SSG will perform back-ups in accordance with SSG's back-up daily schedule. Client Data is automatically encrypted while at rest within the SSG database and in transit. SSG will use industry-standard cipher key, intrusion detection system (IDS), virus scanning, automated system checks, and remote logging to guard against unauthorized access. SSG utilizes data centers that are staffed 24x7 by trained security guards, and access must be strictly authorized. The cloud infrastructure has been designed and managed to adhere to ISO 27001:2013 for Penelope products and SOC2 standards and procedures for Apricot an ETO products.

3.5 Service Availability. SSG will use commercially reasonable efforts to make the Service generally available for Client's use at an uptime percentage of 99.9% ("Service Availability") during the hours of 8:00 am to 8:00 pm Central Standard Time US. Service Availability does not include interruption of Service as a result of (i) downtime for scheduled or emergency maintenance (ii) Internet Unavailability, (iii) Independent Client Activity or (iv) force majeure events or any other events that are not under SSG's control.

3.6 Support Services. Support services provided by SSG as part of SaaS Services include (i) technical support and workarounds so that the SaaS Services operate in material conformance with the Documentation, and (ii) the provision of updates thereto, if and when available, all of which are provided under SSG Support policies (as may be amended by SSG from time to time) in effect at the time the Support services are provided ("Support'). For the avoidance of doubt, Support excludes Professional Services. Updates include bug fixes, patches, error corrections, minor and major releases, non-new platform changes, or modifications or revisions that enhance existing performance. Updates exclude new Services, modules or functionality for which SSG generally charges a separate fee. Support is provided solely to the number of Administrators or Enterprise Managers specified on the applicable Order Form.

SSG is under no obligation to provide Support with respect to: (i) Services that have been altered or modified by anyone other than SSG or its authorized representatives ; (ii) Services used other than in accordance with the Documentation; (iii) discrepancies that do not significantly impair or affect the operation of the Service; (iv) Errors or malfunction caused by Client or its Users' failure to comply with the minimum system requirements as provided by SSG or by use or upload of non-conforming Client Data, or by Independent Client Activity; or (vi) Errors and malfunction caused by any systems or programs not supplied by SSG.

3.7 Professional Services and Training. SSG will perform the Professional Services for Client described in one or more work orders, work authorizations or statements of work (collectively "***SOW***"). Either party may propose a change order to add to, reduce or change the work outlined in the SOW. Each change order must specify the change(s) to the Professional Services, and the effect on the time of performance and, the fees due and payable to SSG due to the change and executed by both parties. Professional Services must be used within one (1) year of the date of execution of the applicable Order Form by Client or will expire and will not be refunded. Professional Services and Training fees are based on Professional Services and Training provided during normal SSG business hours, Monday through Friday, 8:30 a.m. – 5:30 p.m. US central time zone (SSG holidays excluded), as SSG may modify upon notice to Client. Professional Services or Training provided by SSG outside of normal SSG business hours will be subject to a premium service charge

3.8 Client Obligations and Cooperation. Client agrees to provide SSG with good faith and cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by SSG in order to perform the Professional Services and Training (as applicable), as may be applicable and to provide the Services, including, but not limited to, providing security access, information, and software interfaces to Client's applications, and Client personnel, as may be reasonably requested by SSG from time to time. Client acknowledges and agrees that SSG's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. SSG is entitled to rely on all decisions and approvals of Client. Client will follow the instructions and reasonable policies established by SSG from time to time and communicated to Client and shall make all reasonable efforts not to impede or otherwise delay the performance of any Professional Services. Client further represents and warrants that any and all documentation, this Agreement, any Order Form, SOW or change order shall be executed by or on behalf of Client by duly authorized or appointed persons and further, any requisite internal approvals as may be required by Client have been obtained in advance of Client's commitment to procure and use the Services.

4 USING THE SAAS SERVICES

(a) Limited License. SSG hereby grants Client and its Users a personal, non-exclusive, non-transferable, limited worldwide license to remotely access and use the SaaS Services during the term of the applicable Order Form solely for Client's internal business purpose(s), subject to the terms and conditions of this Agreement. Client agrees to limit access to the SaaS Services to the number of Users identified in the applicable Order Form(s) during the Term.

(b) User Administration. Client is solely responsible for the administration, authorization and termination of all User identifications and passwords to access and use the Services. Client shall not permit Users to share User identifications and passwords, nor allow for multiple users under the same license. Client agrees to immediately notify SSG of any unauthorized use of the Services, or any other breach of security suspected or known to Client. Fees for the Services are based on the number of Users communicated to SSG. Client shall report to SSG no less than annually the number of Users. Any increase in the number of Users in excess of the established limit(s) in one or more Order Form will result in an increase in the annual Service Fees. Client may not decrease the number of licenses for its Users during the Term of the Order Form. Upon termination of an Order Form, all licenses granted to Client with respect to the Services under that Order Form shall automatically terminate and Client shall immediately discontinue its use thereof.

(c) Acceptable Use Policy. Client acknowledges and agrees that SSG does not monitor or police the content of communications or data of Client or its Users transmitted or uploaded through the Services, and that SSG will not be responsible for the content of any such communications, transmissions or uploads. Client agrees to use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and SSG's policies. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. Should a violation be alleged or become known, SSG may remove any violating content posted or transmitted through the SaaS Services without notice to Client. SSG may suspend or terminate any of Client's User's access to the SaaS Services upon notice if SSG reasonably determines that such User has violated the terms of this Agreement.

(d) Security. Client will not: (a) breach or attempt to breach the security of the SaaS Services or any network, servers, data, computers or other hardware relating to or used in connection with the SaaS Services, or any third party that is hosting or interfacing with any part of the SaaS Services; or (b) use or distribute through the SaaS Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the SaaS Services or the operations or assets of any other Client of SSG or any third party. Client will comply with the user authentication requirements for use of the SaaS Services. Client is solely responsible for monitoring its Users' access to and use of the SaaS Services. SSG has no obligation to verify the identity of any person who gains access to the SaaS Services by means of a Client's account. Any failure by any Client User to comply with the Agreement will be deemed to be a breach by Client, and SSG will not be liable for any damages incurred by Client or any third party resulting from such breach. If there is any compromise in the security of a User account or if unauthorized use is suspected or has occurred, Client must immediately take all necessary steps, including providing prompt notice to SSG, to effect the termination of suspected account.

(e) Client Data. Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data. Client Data is subject to the terms of this Agreement along with SSG's Privacy Policy located at http://www.socialsolutions.com/legal/.

(f) Third-Party Providers. Certain third-party providers, some of which may be listed on SSG's website, offer products and services related to the Services, including implementation, configuration, and other consulting services and applications (both offline and online) that work in conjunction with the SaaS Services, such as by exchanging data with the Service or by offering additional functionality. SSG is not responsible for any exchange of data or other interaction or transaction between Client and a third-party provider, including purchase of any product or service, all of which is solely between Client and the third-party provider.

(g) Links. The SaaS Service may contain links to third party websites or resources. Client acknowledges and agree that SSG is not responsible or liable for (a) the availability, accuracy, or security of such third-party sites or resources; or (b) the content, advertising, or products on or available from such website or resources. The inclusion of any link on the Service does not imply that SSG endorses the linked website. Client uses the links at its own risk.

(h) Training. It is Client's responsibility to ensure that all Users receive training services sufficient to enable

Client to effectively access and use the SaaS Services. Failure to do so could result in additional fees if support requests are deemed excessive as a result of insufficient training, at SSG's discretion. Support may not be used as a substitute for training.

(i) Storage Space. Storage space is allotted in SKU in the Subscription Product and Services description in the Order Form. Client may purchase additional storage space at SSG's then prevailing rates. System reviews of the amount of storage space being used by Client will be performed periodically. If Client is using more than the allotted storage space as noted in the relevant SKU, Client will be invoiced for the additional storage usage upon the earlier of (i) discovery of the storage space overage or (ii) then next invoice cycle.

(j) Public Agency Cooperative Procurement. If Client is a public sector agency, SSG will extend the same terms and conditions in this Agreement to all public agencies in the same jurisdiction of Client (City, County, State) wishing to purchase SSG Products and Services. Any public agency exercising a purchase under this Agreement will execute its own Order Form for its specific requirements and this Agreement shall be referenced in such purchase. Public agencies may utilize this Agreement through their own procurement process in compliance with their own bidding and purchasing requirements with no statutory provision prohibiting such purchase therein. Client shall not be liable for the obligations of any public agency utilizing this Agreement for such public agency's own purchase.

5 FEES, TAXES & PAYMENTS

(a) General. Fees, currency, and payment terms are specified in the applicable Order Form. All fees are in United States Dollars (unless otherwise noted in the Order Form) and exclude taxes. Client is responsible for payment of all applicable taxes (excluding those on SSG's net income) relating to the provision of the Services. In the event Client is tax exempt, such evidence shall be provided to SSG at time of execution of any Order Form. Except as otherwise expressly specified in the Order Form, all recurring fees payment obligations start from the execution of the Order Form. SSG may increase recurring fees on an annual basis upon 60 days prior written notice. Unless otherwise specified in the Order Form, payment of invoiced fees is due 30 days after the invoice date. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by applicable law. Failure to make timely payments is a material breach of the Agreement and SSG will be entitled to suspend any or all of the Services, including its performance obligations hereunder in accordance with the provisions of Section 11(d) and/or to modify the payment terms, and to request full payment before any additional performance is rendered by SSG. In the event of Suspension of thirty (30) days or more, SSG has the right, in its sole discretion, to terminate this Agreement and any Order Form without further notice to Client. Client agrees to reimburse SSG for expenses incurred, including interest and reasonable attorney fees, in collecting amounts due SSG hereunder that are not under good faith dispute by Client. Amounts paid or payable for SaaS Services are not contingent upon the performance of any Professional Services. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SSG regarding future functionality or features.

(b) Professional Services. Professional Services shall be provided to Client on a "Time and Materials" basis, if an estimated total fee amount is stated in the Order Form or SOW, that amount is solely a good-faith estimate for Client's budgeting and SSG's resource scheduling purposes and not a guarantee nor a warranty that the work will be completed for that amount or within Client's specified time frame. Any delays or lack of timely cooperation by Client may result in additional fees. Professional Services purchased must be used within, and rates quoted are valid for, a period of one year following the effective date of the Order Form. Hours that are not used or have expired after the one-year period are non-refundable.

(c) Professional Services Travel and Lodging Expenses. Upon preapproval by Client and subject to Client's policies, SSG's reasonable travel and lodging costs and expenses incurred by SSG in the performance of Professional Services on Client's site will be billed separately at actual cost.

6 PROPRIETARY RIGHTS

(a) Ownership. The SaaS Services and all equipment, infrastructure, websites and other materials provided by SSG in the performance of Services will always remain the exclusive, sole and absolute property of SSG or its licensors. Client does not acquire any right, title, or interest in or to the SaaS Services. Client hereby assigns rights to SSG any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client relating to the SaaS Services or Professional Services. SSG may use such submissions as it deems appropriate in its sole discretion. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the SaaS Services and the related logos, Service names, etc. and all rights not expressly granted are reserved by SSG and its licensors. Client may not obscure, alter or remove any copyright, patent, trademark, service mark or proprietary rights notices on any portion of the SaaS Services or other materials, including SSG Documentation.

(b) Restrictions. Client may not itself, nor through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the SaaS Services; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the SaaS Services, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Services to any user other than Users; (iv) write or develop any derivative works based upon the Services; (v) modify, adapt, tamper with or otherwise make any changes to the SaaS Services or any part thereof; (vi) obliterate, alter, or remove any proprietary or intellectual property notices from the SaaS Services; (vii) create Internet "links" to or from the SaaS Services, or "frame" or "mirror" any Content, (viii) use the SaaS Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (ix) disclose or publish, without SSG's prior express written consent, performance or capacity statistics or the results of any benchmark test performed on the SaaS Services; or (x) otherwise use or copy the same except as expressly permitted herein.

(c) Client Data. Client owns all Client Data. Client agrees that SSG may access User accounts, including Client Data, to provide Support or enforce the terms of this Agreement, and SSG may compile, use and disclose User statistics and Client Data in aggregate and anonymous form only. Client has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right of use of all Client Data.

(d) Transition of Client Data at Termination. Prior to termination of this Agreement or any Order Form, Client may access and download their Client Data at any time at no charge via the standard Services interfaces and reporting. Upon termination of this Agreement or any Order Form, should Client elect SSG's assistance in the extraction of Client Data, including any attachments, separate fees shall apply as included in an Order Form for the transition of said Client Data. Such transition must occur within thirty (30) days of termination or expiration of the SaaS Services. In no event shall SSG be liable to retain Client Data for a period in excess of thirty (30) days of the termination or expiration of the SaaS Services unless otherwise required by applicable law.

7 WARRANTIES AND DISCLAIMERS

(a) Client Data Warranty. Client represents and warrants that it has the right to use and provide the Client Data to SSG.

(b) SSG Warranties. SSG warrants that the SaaS Services, as may be updated or enhanced by SSG from time to time will perform substantially in accordance with the Documentation under normal Client use and circumstances and that the Professional Services will be performed in a manner consistent with general industry standards reasonably applicable to the provision thereof. SSG is not responsible for any claimed breach of any warranty set forth in this Section caused by: (i) modifications made to the SaaS Services by anyone other than SSG or its authorize representatives; (ii) the combination, operation or use of the hosted SSG Software with any items

not certified or expressly approved in writing by SSG; (iii) SSG's adherence to Client's specifications or instructions; (iv) Errors caused by or related to Internet Unavailability or Independent Client Activity; or (v) Client deviating from the Service operating procedures described in the Documentation or as otherwise approved in writing by SSG. Correction for defects or issues traceable to the above warranty exclusions will be invoiced at SSG's then standard time and material charges.

(c) Disclaimers. SSG, ITS LICENSORS, AUTHORIZED REPRESENTATIVES, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. SSG MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE SERVICES AND ANY RELATED INSTALLATION, CONFIGURATION, MAINTENANCE OR OTHER SUPPORT SERVICES, EXPRESS OR IMPLIED, AT LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8 INDEMNIFICATION

(a) SSG Indemnity. SSG agrees, at its own expense, to defend, indemnify and hold Client, and its affiliates, officers, directors, employees, and agents harmless against any damages finally awarded and payable to any third party in any such suit or cause of action, alleging that a SaaS Service as used in accordance with this Agreement infringes the registered U.S. patent or copyright of any third party. If a SaaS Service is held or believed to infringe on a registered U.S. patent or copyright of a third party, SSG may, in its sole discretion, (a) modify the Service to be non-infringing, (b) obtain for Client a license to continue using the affected Service, or (c) if neither (a) nor (b) are practical in SSG's sole judgment, terminate the affected Service and return to Client the pro-rated portion of unused Service fees actually paid by Client for the affected Service. The foregoing obligations of SSG do not apply (i) to the extent that the allegedly infringing SaaS Service or portions or components thereof or modifications thereto result from any change or that are developed or configured in whole or in part in accordance with Customer's specifications, made by Client or by any third party for Client, (ii) if the infringement claim could have been avoided by using an unaltered current version of a SaaS Service which was provided by SSG, (iii) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by SSG, or any material from a third party portal or other external source that is accessible to Client within or from the SaaS Service (e.g., a third party Web page accessed via a hyperlink), (iv) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by SSG, or (v) to the extent that an infringement claim is caused by the provision by Client to SSG of materials, designs, know-how, software or other intellectual property with instructions to SSG to use the same in connection with the SaaS Service, (iv) to the extent that Client is in material breach of its obligations under the terms of this Agreement. The indemnity and other remedies set forth in this Section shall be the exclusive remedies of the Client with respect to any claim and actions for which SSG has an obligation of indemnity pursuant to this Section.

(b) Client Indemnity. Client agrees to defend, indemnify and hold SSG, its licensors, and its and their respective parents, subsidiaries, affiliates, officers, directors, employees, and agents harmless from and against any and all losses, including, but not limited to any damages, attorneys' fees and costs finally awarded against Client or as a result of a court approved settlement arising out of or in connection with a third party claim concerning (a) the Client Data or the combination of the Client Data with other applications, systems, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by the Client Data or by the use, development, design, production, advertising or marketing of the Client Data; (b) any and all losses, including without limitation, data loss or damage to hardware, software and other property arising from Client's or its Users' acts and omissions in using the Services, including without limitation Independent Client Activity; (c) Client's or its Users' use of Services in violation of the terms of this Agreement or applicable law; or (d) a dispute between Client and any of its Users.

(c) Injunction. If Client's use of the Services is or is likely to be enjoined, SSG may, without limiting SSG's

indemnity obligations hereunder, procure the right for Client to continue to use the Services or modify the Services in a functionally equivalent manner so as to avoid such injunction. If the foregoing options are not available on commercially reasonable terms and conditions, SSG may immediately terminate the Agreement and refund to Client a prorated amount of prepaid fees for the SaaS Service actually paid by Client for the unused portion of the then-current subscription Term. If the foregoing options are not available on commercially reasonable terms and conditions as it relates to Professional Services, SSG will refund to Client the fees paid for such Professional Services less a credit for use based on straight line depreciation applied on a quarterly basis over five years from the date of initial delivery of the Professional Services.

(d) Procedure. If one party herein (the "**Indemnitee**") receives any notice of a claim or other allegation with respect to which the other party (the "Indemnitor") has an obligation of indemnity hereunder, then the Indemnitee will, within 15 days of receipt of such notice, give the Indemnitor written notice of such claim or allegation setting forth in reasonable detail the facts and circumstances surrounding the claim. The Indemnitee will not make any payment or incur any costs or expenses with respect to such claim, except as requested by the Indemnitor or as necessary to comply with this procedure. The Indemnitee will not make any admission of liability or take any other action that limits the ability of the Indemnitor to defend the claim. The Indemnitor shall immediately assume the full control of the defense or settlement of such claim or allegation, including the selection and employment of counsel, and shall pay all authorized costs and expenses of such defense. The Indemnitee will fully cooperate, at the expense of the Indemnitor, in the defense or settlement of the claim. The Indemnitee shall have the right, at its own expense, to employ separate counsel and participate in the defense or settlement of the claim. The Indemnitor shall have no liability for costs or expenses incurred by the Indemnitee, except to the extent authorized by the Indemnitor or pursuant to this procedure.

9 NONDISCLOSURE. All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. SSG may disclose Client's Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Services. SSG may use Client's Confidential Information solely as provided for under Agreement. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, and (b) as required to respond to any summons or subpoena or in connection with any litigation, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, SSG may retain information for regulatory purposes or in back-up files, provided that SSG's confidentiality obligations hereunder continue to apply. For purposes of this Section, "**Confidential Information**" means information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Confidential Information of SSG and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, all trade secrets, software, source code, object code, specifications, documentation, business plans, Client lists and Client-related information, financial information, auditors reports of any nature, proposals, as well as results of testing and benchmarking of the Services, product roadmap, data and other information of SSG and its licensors relating to or embodied in the Services. Information will not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential

basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. The obligations of SSG set forth in this Section 9 will not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future SSG product or service, and, accordingly, neither SSG nor any of its clients or business partners will have any obligation or liability to Client with respect to any use or disclosure of such information.

10 LIMITATION OF LIABILITY. Notwithstanding anything to the contrary contained in this Agreement, any Order Form, SOW, or other exhibits and attachments, SSG's total liability for any and all damages may not exceed: (i) with respect to the SaaS Services, the fees (excluding implementation or other Professional Services fees) paid by Client for the twelve (12) month period preceding the action or event giving rise to the liability or (ii) with respect to the Professional Services, the total fees received by SSG from Client for the Professional Services under the SOW giving rise to the liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER CLIENT, SSG, NOR THEIR RESPECTIVE LICENSORS AND SUPPLIERS WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE INFORMATION OR LOSS OF INFORMATION OR COST OF COVER) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11 TERM AND TERMINATION

(a) Agreement Term. The term of this Agreement commences upon the execution of an Order Form referencing this Agreement and will continue in full force and effect until the expiration or termination of all such Order Forms, unless otherwise terminated earlier as provided hereunder.

(b) SaaS Services Term. The initial term of each of the SaaS Services is specified in the Order Form ("**Initial Term**") and automatically renews for the same length as the Initial Term but not less than a period of twelve (12) months (the "**Renewal Term**") unless either party gives written notice 45 days prior to the end of the Initial Term, or any renewal term, of its intention to terminate the Order Form. The Initial Term and any Renewal Term, combined, are referred to as the "**Term**". The SaaS Services may not be terminated in whole or in part during the Initial Term or any Renewal Term, except as set forth in Section 11(c).

(c) Termination. Either party may terminate the Agreement, and any Order Forms subject to the Agreement, immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement; (ii) the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 5 which will have only a 10 day cure period; (ii) the other party ceases business operations; or (iv) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). If SSG terminates this Agreement due to an uncured Client breach, Client agrees to pay to SSG the remaining value of the current Term (that Client acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate recurring Service fees (as set forth in the Order Form) that will become due during the canceled portion of the Term. Where a party has rights to terminate, that party may at its discretion either terminate the entire Agreement or the applicable Order. In such case, Order Forms that are not terminated will continue in full force and effect under the terms of this Agreement.

(d) Suspension. SSG will be entitled to suspend any or all Services upon 10 days' notice to Client in the event Client is more than 60 days past due with any payment or otherwise for an uncured breach of this Agreement ("**Suspension**"). However, SSG may suspend Client's access and use of the SaaS Services immediately, with notice to Client following promptly thereafter, if, and so long as, in SSG's sole judgment, there is a security or legal risk created by Client that may interfere with the proper continued provision of the SaaS Services or the operation of SSG's network or systems. SSG may impose an additional charge to reinstate service following such suspension. In

the event of a Suspension of thirty (30) days or more, SSG has the right, in its sole discretion and without further notice to Client, to terminate this Agreement and any Order Form and to further pursue any rights and remedies under this Agreement or at law and equity.

(e) Post Termination. SSG has no obligation to retain Client Data beyond thirty (30) days after the expiration or termination of SaaS Services unless required by appliable law.

(f) Survival. Sections 1, 2, 5, 6, 7.3, 8, 9, 10, 11, and 12 will survive termination of this Agreement.

12 MISCELLANEOUS

(a) Compliance. During the term of the Agreement and for a period of one year following its termination, SSG will have the right to verify Client's full compliance with the terms and requirements of the Agreement. If such verification process reveals any noncompliance, Client will promptly cure any such noncompliance; provided, however, that the obligations under this Section do not constitute a waiver of SSG's termination rights and do not affect SSG's right to payment for Services and interest fees related to usage in excess of the License Metrics.

(b) Force Majeure. Any party hereto will be excused from performance (except payment obligations) under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

(c) Non-Solicitation. Both parties agree not to recruit, divert, or solicit the employment of each other's employees during the term of this Agreement and for a period of 12 months following termination or expiration of this Agreement; provided, however, that either party may engage in general solicitations (e.g., newspaper, online job postings, etc.) for employees in the ordinary course of business not specifically directed or targeted at the other party's employees.

(d) Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party will not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

(e) Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

(f) Severability. If any of the provisions of this Agreement are determined be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of Client and SSG will be construed and enforced accordingly.

(g) Assignment. SSG may assign the Agreement to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets. Client may not assign the Agreement or any of the rights or obligations under the Agreement without the prior written consent of SSG.

(h) Relationship of the Parties. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of the Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

(i) Governing Law and Dispute Resolution. This Agreement is governed by the laws of the State of Texas without giving effect to its conflict of law provisions. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Travis County, Texas before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from

seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.

(j) Entire Agreement. The Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter and will govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement may not be modified except by a writing signed by SSG and Client. SSG acceptance of a Client purchase order or other ordering document is for convenience only, and any additional or different terms in any purchase order or other response by Client are deemed objected to by SSG without need of further notice of objection and will be of no effect or in any way binding upon SSG.

(k) Use of Agents. SSG may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence will relieve SSG from responsibility for performance of its duties under the terms of this Agreement. To the extent SSG utilizes third parties or subcontractors in connection with the Services, SSG shall ensure that such third parties and subcontractors are bound by similar confidentiality requirements as required of SSG.

(l) Publicity. Client agrees that SSG may identify Client as a recipient of Services and use its logo in sales presentations, marketing materials and press releases.

(m) Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given (a) upon receipt by personal delivery, delivery by overnight courier (with signature acknowledgement of receipt), or delivery by certified mail, (b) the second business day after mailing via first class mail (other than pursuant to (a)), or (c) immediately if sent by email or by a notification delivered via the SaaS Services. All Notices to SSG shall be directed to Social Solutions Global, Inc., 10801-2 N. MoPac Expy., Suite 400, Austin, TX 78759, ATTN: Legal Department with a copy to legal@socialsolutions.com, or the address set forth in the Order Form for Client. Either party may designate, by Notice to the other, substitute addresses, addressees for Notices, and thereafter, Notices are to be directed to those substitute addresses, addressees or facsimile numbers.

Commissioners Court - Regular Session **15.**

Meeting Date: 11/22/2022

Approval of Purchase for LiveMUM with Wallmap Annual Software License from Deccan International for and EMS Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of LiveMUM with Wallmap Annual Software License in the amount of $23,301.00, for one (1) year and exempting Deccan International from competitive requirements per Texas Local Government Code §262.024(a)(7)(D)[captive replacement parts or components for equipment, and authorize the execution of the agreement.

Background

The above item and vendor quote was approved in Commissioner's Court on 11.15.22, Item #15. Inadvertently, the attached agreement was left off in the agenda item and is required to complete the purchase. Legal, IT, Budget and Audit have reviewed this agreement. This expenditure will be charged to 01.0100.0523.004505. Department contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LiveMUM Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/17/2022 10:41 AM
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:45 AM
Form Started By: Mary Watson		Started On: 11/17/2022 08:02 AM
Final Approval Date: 11/17/2022		

DECCAN INTERNATIONAL

Decision-support software solutions for Fire & EMS

Williamson County, TX

LiveMUM 2.0

By Deccan International

November 3, 2022

6170 Cornerstone Ct E., Suite 100, San Diego, CA 92121

Phone: (858) 764-8400 Fax: (858) 764-8401 www.deccanintl.com

1. Purpose of Maintenance and Support Contract

This Maintenance and Support Contract has been prepared for clarifying the work to be performed by Deccan International ("Deccan") for Williamson County (Wilco) (herein referred to as the "Client") towards maintaining Deccan International's LiveMUM 2.0 application.

2. Overview of LiveMUM 2.0

Live Move-Up Module (LiveMUM 2.0) is a software tool that interfaces with a live CAD system to display to Communication Center dispatchers current coverage in real time and offer move-up recommendations based on various criteria (business rules and/or operational procedures) set by the Communication Center. LiveMUM 2.0 does the following:

- Takes the guesswork out of move-ups.
- Eliminates dependence on pre-plans, which are of limited use.
- Allow dispatchers to test out and evaluate the effectiveness of planned move-ups.
- Equips dispatchers with move-up rationale to show field units why a move-up is necessary.
- Ensures a consistency of move-up quality across all the dispatchers.

2.1 General Specifications

1. LiveMUM 2.0 analyzes CAD data and displays color-coded maps for specified unit types, which illustrate coverage in real time, thus allowing dispatchers to view weaknesses and strengths in coverage.
2. LiveMUM 2.0 makes tactical redeployment (move-up) recommendations in real time based on criteria set by the Communication Center.
3. Communication Center staff may test the effectiveness of their own move-ups, taking into account information not available to the LiveMUM 2.0.
4. LiveMUM 2.0 incorporates an extensive list of business rules and/or operational procedures and strategies that dispatchers utilize when dispatching and redeploying units.
5. A user may make alternate recommendations beyond LiveMUM 2.0's standard recommendations. LiveMUM 2.0 features the ability to calculate coverage scores and what the impact may be by using the user's recommendation.

2.2 Software Specifications

1. LiveMUM 2.0 offers a user-friendly interface employing a Graphic User Interface (GUI) operating in a Windows environment.
2. Once installed, Communication Center staff may use LiveMUM 2.0 to perform area coverage & redeployment analysis in a convenient fashion without the assistance of analysts or other external personnel. Please see sections below for details on area coverage and redeployment analysis.
3. User inputs and actions are intuitive and utilize a pointing device, pull-down menus and standardized tables.

4. The primary display is the client's map with the client's response areas displayed. The display supports zoom features for selected response areas and/or grids.
5. LiveMUM 2.0 permits the storage and retrieval of logs on disk for later analysis.
6. LiveMUM 2.0 allows the application to be run in three settings: Live, Static, and Replay.
7. Live setting allows for move-up recommendations to be determined using real-time data from the CAD system and customized by client's business rules.
8. Static setting allows client to create scenarios and specific move-up recommendations for use in live setting. Static mode is also useful, should the CAD system go offline, for running realistic coverage and move-up recommendations without real-time data from the CAD system.
9. Replay setting allows client to replay past log files to review move-up recommendations or configure LiveMUM 2.0 for future scenarios. This tool is useful to determine performance during extreme settings such as multi-alarm fires.
10. LiveMUM 2.0 allows multiple map layers to be included such as water layers, major roads or highways, hospitals, and major landmarks. These layers may help make the visual map easier to navigate for end users
11. LiveMUM 2.0 features the ability to analyze call volume to predict when move-ups may not be required due to low call volume. This tool helps minimize unnecessary move-ups in addition to the regular business rules configured by the user.
12. Calculations are made based on all capabilities so as to not negatively impact one capability while positively impacting another. Also, this will help minimize the number of move-ups and maximize the effectiveness of move-ups.

3. Annual Maintenance and Support

Annual Maintenance and Support for LiveMUM 2.0 begins immediately after the installation of the SSE. The services provided as part of the Annual Maintenance and Support Plan for LiveMUM 2.0 are included below.

3.1 Services offered As a Part of Regular Maintenance and Support

3.1.1 Bi-Annual Data Refreshes

LiveMUM 2.0 uses CAD data from actual events to analyze past coverage holes and call volume to best recommend move-ups. As such, the currency of the application is dependent on the currency of the CAD data on which it is based. To keep the application current, it will have to be regularly updated with CAD data built up since the last update. This task involves, among others, updating ETBs, identifying new units, stations, incident types, and unit types in the new CAD data and updating LiveMUM 2.0 Code Tables and business rules to reflect them. Towards this end, CLIENT NAME is responsible for providing to Deccan the most recent CAD data that is available, as well as feedback regarding any new units, unit types, stations and/or incident types that are identified in the new CAD data. Deccan is responsible for updating the application with this information.

As part of the Annual Maintenance and Support Plan, these tasks will be performed bi-annually by Deccan International. In between updates, it is possible for the Client to add units; Deccan does not currently support a convenient utility for this task, but will

assist the client in adding units at any time. If the Client prefers to add units directly to a Units table themselves, Deccan International will train the Client on this task. Since directly adding units to tables is not a foolproof task, the Client will have to do this with care. At some point in the future, Deccan International hopes to eliminate this activity by having LiveMUM 2.0 directly recognize new unit additions by listening to CAD.

LiveMUM 2.0 code tables reflect the Client's current requirements of its move-up strategy. As such, if the Client's move-up strategy changes the application would have to be updated to reflect these changes. Changes that involve updating tables consistent with the current rules contained in Client's LiveMUM 2.0 implementation are part of normal maintenance and support. If the rules contained in Client's LiveMUM 2.0 implementation are modified or new rules are added, then additional coding will be required at additional cost. Deccan will quote a fixed cost for the task.

Deccan will assist the client with changing LiveMUM 2.0 zones during the bi-annual refresher. Zones changes between bi-annual refreshers will be at additional cost.

Currently, changing streets in LiveMUM 2.0 is a process that requires data to be sent by the Client to Deccan. Deccan will always have to assist with changing streets, and this service is included during the bi-annual refresher. Updating the street network under any other circumstances will require additional cost.

3.1.2 Ongoing Technical Support

As part of the Annual Maintenance and Support Plan, Deccan will provide technical support via phone during normal business hours 0900 to 1700 Pacific Time, Monday through Friday, with the exception of Deccan-observed holidays. Deccan-observed holidays include New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

3.1.3 Application Enhancements

As a part of the goal to ensure that the application continues to meet client needs, Deccan would add features to the application on a continual basis. As part of Maintenance and Support, Deccan would offer these enhancement features during the maintenance cycle. However, any additional modules that are not part of these enhancement features would be available to the department for an additional cost.

3.1.4 Specific Feature Updates Needed by the Department

The Client may, on occasions, need a special feature that is not currently present so as to make productive use of Deccan's applications. In that case, as part of the Annual Maintenance and Support Plan, as long as the work needed to provide by the features is not excessive, Deccan will work with the Client on a mutually acceptable date for delivery of the critically needed feature within reason. If the feature requires a great amount of research and development, Deccan will provide the feature at cost to be negotiated with the Client.

3.1.5 Project Manager

Deccan International will appoint one project manager for LiveMUM 2.0 to serve as the primary point of contact and coordinate all project-associated tasks for the Client.

3.1.6 Training Services

Additional training courses for LiveMUM 2.0 can be scheduled upon the Client's request. All training is conducted remotely using the web using an online meeting tool such as JoinMe.

As part of the Annual Maintenance and Support Plan, these tasks will be performed bi-annually by Deccan.

3.2 Annual Maintenance and Support Plan Fees

Please refer to the yearly maintenance renewal notification for the Annual Maintenance and Support Fees for LiveMUM 2.0.

3.3 Payment Terms & Termination

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

If this Agreement is terminated by Deccan International, the Client shall receive a refund equal to a pro-rata share of the Annual Maintenance and Support Plan fees on the paid amounts to Deccan International. The pro-rata share of fees to be refunded shall equal the fraction for which the numerator is the number of months or partial months during which Deccan International did not provide services during the year and the denominator is 12 multiplied by the annual fees assessed pursuant to section 3.2. This agreement may be terminated at any time at the option of Client, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of Client termination, Client will only be liable for its pro rata share of services rendered and goods actually received through the effective date of Client's termination.

Deccan (signature)	Client (signature)
Jonathan Elson	
Deccan (printed name)	Client (printed name)
11/3/2022	
Date	Date

Commissioners Court - Regular Session **16.**

Meeting Date: 11/22/2022

Participation in regional habitat conservation plan for a WCRBP project - County Road 245 improvements.

Submitted By: Josh Renner, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on participation by Williamson County Road Bond Program under the County's habitat conservation plan (HCP) for the improvements on County Road 245, Williamson County, Texas.

Background

County Road 245 will be improved from approximately Ronald W. Reagan Boulevard south to Ranch Road 2338 in northwestern Williamson County, Texas (project). The project would be performed in an area that is approximately 1.8 miles long with an approximately 135-foot-wide right-of-way (ROW), covering approximately 17.1 acres.

The southern half of the project area, approximately 9.4 acres lies within Karst Zone 1 (area known to contain endangered cave species) while the northern half of the project area lies within Karst Zones 3 and 4 (areas that probably do not contain endangered cave fauna & areas which do not contain endangered cave fauna). Within Karst Zone 1, there is potential to encounter currently unknown voids or karst features during earth-moving associated with construction activities. As such, participation in the HCP provides incidental take coverage for the project.

Staff recommends the following action: Authorize County Judge (or designee) to acknowledge/sign the Determination Letter to enroll the project under the Williamson County Regional Habitat Conservation Plan, and to execute, when presented, the Participation Agreement for this project, WCCF File #20221027 and to sign any related documents as may be required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Determination Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:06 AM
Form Started By: Josh Renner		Started On: 11/15/2022 04:44 PM
Final Approval Date: 11/17/2022		

WILLIAMSON COUNTY CONSERVATION FOUNDATION

Copy to Christen Eschberger at ceschberger@hntb.com

Board of Directors

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Board President
Williamson County, TX

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Cedar Park, TX

Joshua D. Renner
Secretary
Environ. Program Manager

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

November 16, 2022

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

Re: County Road 245 will be improved from approximately Ronald W. Reagan Boulevard south to Ranch Road 2338 in northwestern Williamson County, Texas (project). The project would be performed in an area that is approximately 1.8 miles long with an approximately 135-foot-wide right-of-way (ROW), covering approximately 17.1 acres. (Reference figure attached)

Dear Judge Gravell,

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

1. The fee for participation under the Williamson County Regional Habitat Conservation Plan for the referenced project will be $1,000.00 (One Thousand and No Hundredths Dollars) representing the approximate 9.4± acres in the Edwards Limestone geological karst zone 1 unassociated with Zone A & B impacts of known inhabited karst features, as defined in the RHCP, and being assessed at $100/acre rounded UP to the nearest acre.

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

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

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

After WCCF receives the original recorded copy from the County Clerk, this office will 1) provide a copy for your file, and, upon request, 2) prepare and mail a participation certificate. The

optional, upon request only, certificate is not an official document but if desired it may be posted at the project site as notification to interested parties of participation in the Williamson County RHCP.

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

Sincerely,

Joshua D. Renner
Environmental Program Manager
Williamson County Conservation Foundation

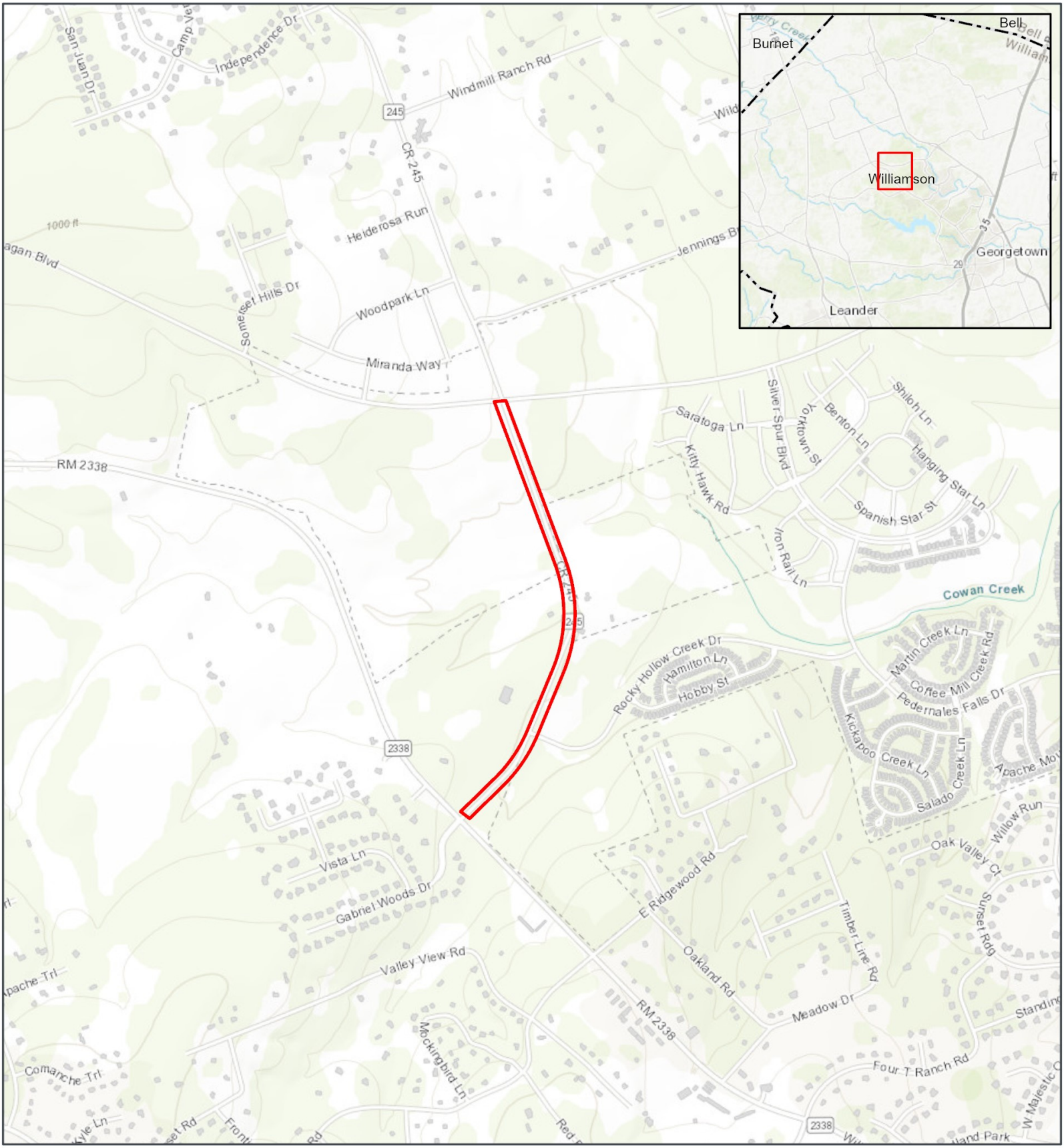
~~~~~~
Agreed as to both form and substance:

By: _____

Title: _____

Date: _____

~~~~~~



COUNTY ROAD 245

Project Location Map

Project Area

Williamson County, TX
USGS 7.5' Quadrangle:
Leander NE, TX, 30097-F7

NAD 1983 UTM Zone 14N
97.7722°W 30.7303°N

N

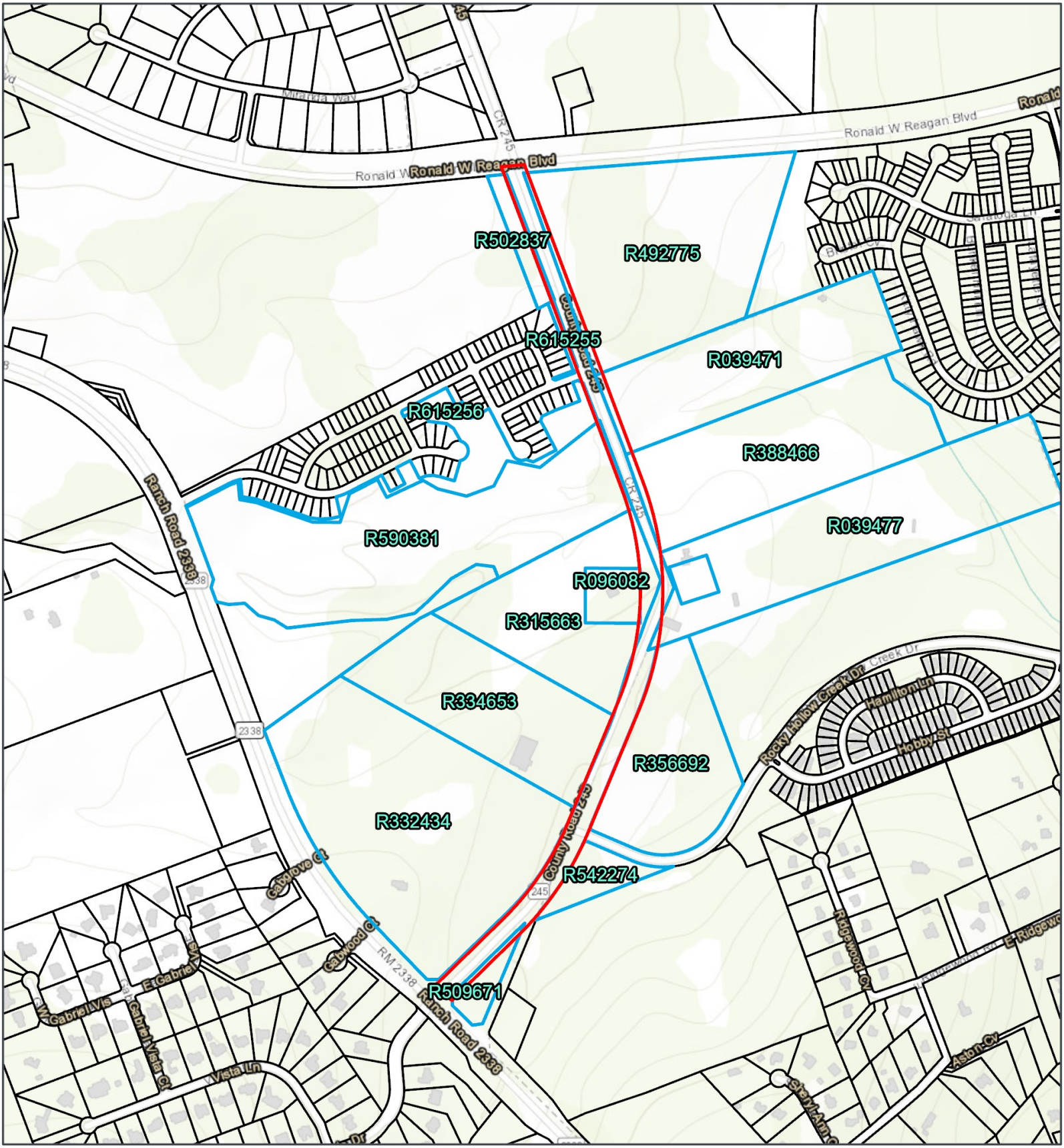
1:24,000

Base Map: ESRI ArcGIS Online, accessed August 2021

Updated: 8/16/2021
Project No. 59147.09
File: 59147_09 Project Location Map

0 1,000 2,000 Feet
0 320 640 Meters

SWCA ENVIRONMENTAL CONSULTANTS



COUNTY ROAD 245

Williamson County Central Appraisal District Map

- Project Area
- Parcels Intersecting the Project Area
- Parcel Boundary

Williamson County, TX
USGS 7.5' Quadrangle:
Leander NE, TX, 30097-F7

NAD 1983 UTM Zone 14N
97.7731°W 30.7293°N

Base Map: ESRI ArcGIS Online, accessed September 2021

Updated: 9/14/2021
Project No. 59147.09
File: 59147_09 RHCP Appraisal District Map

N

1:12,000

0 560 1,120 Feet

0 160 320 Meters

SWCA ENVIRONMENTAL CONSULTANTS

Commissioners Court - Regular Session **17.**

Meeting Date: 11/22/2022

Approval of Agreement #202374 for Element Software from Skinny Cat Software, LLC DBA Element Learning Management Solutions 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 agreement #202374 between Williamson County and Skinny Cat Software, LLC DBA Element Learning Management Solutions for a centralized training management solution in the amount of $34,184.00 pursuant to DIR cooperative contract #DIR-CPO-4463, and authorizing execution of the documents.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. The Element Learning Management System is a centralized training management solution to support compliance and certifications. The agreement is attached that outlines the details of the software license, maintenance, support, integration and configuration for the solution. IT, Legal, Contract Audit, and Budget have reviewed this purchase. Total costs for year one are $34,184.00. Pricing for year-two is also included in the agreement at a total of $21,899.00. This expenditure will be charged to 01.0100.0560.005741. Department contact is Chief James Carmona.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/17/2022 10:19 AM
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:12 AM
Form Started By: Erica Smith		Started On: 11/16/2022 09:20 AM
Final Approval Date: 11/17/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM
FOR
ELEMENT SOFTWARE

(Sheriff's Office - Element
Learning Management Solutions)
(Skinnycat Software, LLC, DIR-CPO-4463)

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

THIS ADDENDUM TO ELEMENT SOFTWARE AGREEMENT is made and entered into by and between **Williamson County, Texas** ("The County" or "Licensee"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Skinnycat Software, LLC d/b/a Element Learning Management Solutions** ("Skinnycat Software" or "Element"). The County agrees to engage Skinnycat Software to assist in providing certain goods and services pursuant to the following terms, conditions, and restrictions:

I.

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

A. Element Learning Management System Proposal, dated 4/27/22;
B. DIR Contract #DIR -CPO-4463;
C. Element Standard SAAS License with General Terms and Conditions;
D. Element Maintenance & Technical Support Standards Addendum; and
E. This Williamson County Contract 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 Addendum and any of the above-referenced agreement documents/exhibits or incorporated documents.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in the agreement relevant to this addendum 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.

III.

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 rights.

IV.

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

V.

Good Faith: Skinnycat Software expressly agrees to act in good faith in the performance of the agreement relevant to this addendum.

VI.

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

VII.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VIII.

Right to Audit: Skinnycat Software expressly 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 Skinnycat Software which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Skinnycat Software expressly agrees that The County shall have access during normal working hours to all necessary Skinnycat Software 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 Skinnycat Software reasonable advance notice of intended audits. In no circumstances will Skinnycat Software be required to create or maintain documents not kept in the ordinary course of Skinnycat Software's business operations, nor will Skinnycat Software be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

IX.

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

X.

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

XI.

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 addendum on behalf of The County.

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:	SKINNYCAT SOFTWARE:
_____	_____
Authorized Signature	Authorized Signature
Date: _____, 2022	Date: November 11th, 2022

Learning Management System Proposal specifically designed for

Williamson County Sheriff's Office

April 27, 2022

Kim Bickley
Partner, Sr Account Executive
Austin, Texas
971-724-0705
kimbickley@elementlms.com
Certified Vendor-Texas Department of Information Resources
DIR Contract Number: DIR-CPO-4463

Dear Sgt. Guinn,

We appreciate the opportunity to present a revised proposal for review.

The team at Element is honored to be considered as a potential partner by you and the team at WCSO and are excited about your vision to move to a centralized training management solution.

The following outlines some key points of the revised proposal and Element's offer:

1. The original pricing structure, Active Course Registrations (ACRs), was designed so that our clients pay by use of the system versus active employees (license seats) who may or may not use the system in a given a subscription cycle.
    a. The revised proposal is a flat rate with unlimited users, courses, ACRS, guest accounts and storage
    b. The WCSO and Element teams will review usage periodically through the first-year cycle in order to budget accordingly for Year 2. (Year 2 pricing in the revised proposal)
2. Element offer of no cost usage of Inventory Management module remains in place
3. Element offer of training at no cost remains in place
4. Based on funding availability, Element offers a pro-rated amount to get the project started before new FY 2022-2023 budget. WCSO can pay for the Standard LMS configuration fee ($12,000) to start the project and pay the remaining balance in the new budget cycle.

We look forward to continued conversations and are available to answer any questions you may have regarding the revisions.

Best regards,

Kim Bickley

Price Schedule	Product Number		Year One	Year Two
SaaS LMS Annual Maintenance & Support: - Hosting at **AWS GovCloud** - Security maintenance - Includes software maintenance and updates - Technical support - Forms and maintenance **- Unlimited Users, Unlimited Courses** **- Unlimited Active Course Registrations-Annually** - **Unlimited Storage; Unlimited Monthly Data Transfer**	Standard ELEMENT LMS		$12,474 (Includes DIR discount)	$12,848
Learning Plan Annual License: Compliance and Certification Manager 600 Users Configure and maintain Element LPs - Includes testing, validation, and security lockdown - Includes updates & maintenance	LPs		$4,710 (Includes DIR discount)	$4,851
Standard LMS configuration: Professional Services, including project management, to configure Element LMS for use as specified in the SOW developed upon contract Forms configuration Learning Plans Configuration	Implement		$12,000	$0
External System Integration: API Integration (1-way API) for HR system nightly upload into LMS and maintenance of API	Custom integration		$2,500	$2,100
External System Integration: API Integration (1-way API) to RMS system	Custom integration		$2,500	$2,100

Inventory (Training Unit) Management Module Option to use at no charge	Inventory		fee waived	$0
Training Services: One day – onsite – T&E included	Train		fee waived	$0
GRAND TOTAL			$34,184	$21,899
OPTIONAL ADD-ON: **Element E-commerce Gateway Annual License - Payment processing and integration for Texas NIC or other gateway. - Includes testing, validation, and security lockdown - Includes updates & maintenance**			$4,400	$2,200
OPTIONAL ADD-ON: **Single Sign On (SSO) integration**	Custom integration		$4,000	$2,100
OPTIONAL ADD-ON: **SCORM Annual Active Course Registrations - Includes 5,000 SCORM registrations - Overage registrations at $0.75 each - Additional registrations in blocks of 1,000 at $750**.			$3,188	$3,188

COUNTY TERMS AND CONDITIONS

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 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 rights.
3. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The Customer will only be liable for its pro rata share of services rendered and goods actually received. However, and notwithstanding the foregoing, subscription fees paid by Customer prior to a termination for convenience shall not be eligible for refund, pro-ration, or offset.
4. 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 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.
5. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
6. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
7. Right to Audit: Element LMS 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 Element LMS which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Customer shall give Element LMS reasonable advance notice of intended audits.

NOTE: ELEMENT LEARNING MANAGEMENT SOLUTIONS AGREES TO THE COUNTY TERMS AND CONDITIONS.

Vendor

Kim Bickley
Print Name of Person Signing for Vendor

Vendor Signature

Partner
Title of Vendor Representative

10-3-22
Date

Client

Print Name of Representative

Client Signature

Title of Client Representative

Date

ELEMENT STANDARD SAAS LICENSE

DBA OF SKINNY CAT SOFTWARE LLC

THESE GENERAL TERMS AND CONDITIONS, TOGETHER WITH (I) THE SALES QUOTATION BY AND BETWEEN SKINNYCAT SOFTWARE, LLC. (ELEMENT LEARNING MANAGEMENT SOLUTIONS IS A DBA OF SKNNY CAT SOFTWARE) AND LICENSEE, AND (II) EACH ATTACHMENT OR ADDENDUM LISTED IN THE SALES QUOTATION (COLLECTIVELY, THE "AGREEMENT"), CONSTITUTE AN AGREEMENT BETWEEN SKINNYCAT SOFTWARE AND LICENSEE WITH REFERENCE TO THE FOLLOWING FACTS:

(1) SKINNYCAT SOFTWARE HAS PROPRIETARY RIGHTS IN A PROFESSIONAL DEVELOPMENT MANAGEMENT SYSTEM AND WEB-BASED TRAINING DELIVERY VEHICLE KNOWN COMMERCIALLY AND DESCRIBED IN SKINNYCAT SOFTWARE MARKETING DOCUMENTS AS "ELEMENT LMS" AS THE SAME MAY BE AMENDED AND UPDATED FROM TIME TO TIME, COLLECTIVELY REFERRED TO AS "SKINNYCAT SOFTWARE PRODUCTS"; AND

(2) LICENSEE WISHES TO ACQUIRE THE RIGHT TO USE SKINNYCAT SOFTWARE PRODUCTS IN CONJUNCTION WITH ITS BUSINESS; AND

(3) SKINNYCAT SOFTWARE IS WILLING TO GRANT SUCH RIGHTS IN CONSIDERATION OF THE PAYMENT BY LICENSEE OF THE REQUIRED FEES SET FORTH ON THE ATTACHED SALES QUOTATION AND CONTINGENT UPON AGREEMENT OF LICENSEE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

THESE GENERAL TERMS AND CONDITIONS SET FORTH BELOW ARE FULLY APPLICABLE TO EACH ATTACHMENT OR ADDENDUM LISTED ON THE SALES QUOTATION. IN THE EVENT OF ANY CONFLICT, THESE GENERAL TERMS AND CONDITIONS SHALL PREVAIL, UNLESS SPECIFICALLY AMENDED UNDER AN ATTACHMENT OR ADDENDUM.

1. GRANT OF LICENSE

A. SUBSCRIPTION LICENSE GRANT. SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT, SKINNYCAT SOFTWARE GRANTS TO LICENSEE A NONEXCLUSIVE, PERSONAL, NON-TRANSFERABLE, FEE-BEARING LICENSE, WITHOUT RIGHT TO SUBLICENSE, TO USE SKINNYCAT SOFTWARE PRODUCTS IN OBJECT CODE FORM FOR THE TERM SET FORTH IN THE SALES QUOTATION SOLELY IN THE LOCATION OR LOCATIONS, AND ONLY FOR THE NUMBER OF USERS, SET FORTH ON THE SALES QUOTATION. THIS LICENSE WILL NOT BE REVOKED DURING THE TERM OF THE AGREEMENT SO LONG AS LICENSEE MEETS ALL THE TERMS OF THIS AGREEMENT. CONSISTENT WITH THE FOREGOING, LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT IN THE EVENT LICENSEE WISHES TO DISCONTINUE ITS USE OF THE SKINNYCAT SOFTWARE PRODUCTS FOR THE REMAINDER OF THE TERM FOR ANY REASON, SUCH EARLY CANCELLATION OR TERMINATION DOES NOT ABATE OR OTHERWISE PRO-RATE ANY LICENSE FEES FOR THE REMAINDER OF THE TERM UNLESS EXPRESSLY WAIVED BY AN OFFICER OF SKINNYCAT SOFTWARE IN WRITING.

B. RESTRICTIONS. LICENSEE SHALL NOT REVERSE ENGINEER, DISASSEMBLE OR REVERSE COMPILE THE SKINNYCAT SOFTWARE PRODUCTS IN WHOLE OR IN PART, OR OTHERWISE APPLY ANY PROCESS, TECHNIQUE, OR PROCEDURE TO ASCERTAIN OR DERIVE THE SOURCE CODE TO THE SKINNYCAT SOFTWARE PRODUCTS. LICENSEE SHALL NOT USE, REPRODUCE, TRANSLATE, MODIFY OR PREPARE DERIVATIVE WORKS FROM, DISPLAY, PERFORM, SELL, LICENSE, SUBLICENSE, OR OTHERWISE DISTRIBUTE, TRANSFER OR DISPOSE OF THE SKINNYCAT SOFTWARE PRODUCTS EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. LICENSEE SHALL USE THE SKINNYCAT SOFTWARE PRODUCTS FOR ITS OWN INTERNAL USE AND FOR THAT OF ITS 50% OR MORE OWNED SUBSIDIARIES AND SHALL NOT PROVIDE USE OF THE SKINNYCAT SOFTWARE PRODUCTS TO ANY THIRD PARTY OR PROVIDE SERVICES OR PRODUCTS TO ANY THIRD PARTY USING THE SKINNYCAT SOFTWARE PRODUCTS EXCEPT AS PROVIDED FOR HEREIN.

C. GRANT LIMITATIONS. NO OTHER LICENSE RIGHTS IN THE SKINNYCAT SOFTWARE PRODUCTS AND ATTENDANT SOFTWARE ARE HEREBY GRANTED OR TRANSFERRED TO LICENSEE EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT.

D. SOFTWARE AS A SERVICE AGREEMENT. THIS AGREEMENT IS A SOFTWARE AS A SERVICE (SAAS) LICENSE AGREEMENT AND NOT A TRADITIONAL SOFTWARE LICENSE. IN A SAAS AGREEMENT, SKINNYCAT SOFTWARE PROVIDES CLIENT WITH A FULLY HOSTED SOLUTION AND THE CLIENT WILL NOT BE INSTALLING OR MANAGING ANY PART OF THE APPLICATION FOR ITS USE. SKINNYCAT SOFTWARE HOSTS AND MAINTAINS THE SOFTWARE, INCLUDING OUR OWN AND OTHER OPEN SOURCE SOFTWARE, UNDER THE GNU GENERAL PUBLIC LICENSE (GPLV3) WITH WHICH SKINNYCAT SOFTWARE COMPLIES. LICENSEE EXPRESSLY ACKNOWLEDGES THAT SKINNYCAT SOFTWARE MAY INCORPORATE CERTAIN THIRD-PARTY SOFTWARE SUBJECT TO THIRD PARTY LICENSES WHICH MAY BE PROVIDED TO LICENSEE BY SKINNYCAT SOFTWARE OR THIRD PARTIES AS WRITTEN SOFTWARE LICENSE AGREEMENTS, SHRINK WRAP LICENSES, ELECTRONIC LICENSE DURING BOOT UP OR OTHER COMMENCEMENT OF OPERATION, OR THIRD PARTY LICENSE AGREEMENTS IN ANY OTHER APPROPRIATE FORM, AND AGREES THAT SUCH THIRD PARTY LICENSES SHALL BE HONORED IN FULL. LICENSEE FURTHER ACKNOWLEDGES THAT THE SKINNYCAT SOFTWARE PRODUCTS MAY ALSO INCLUDE THIRD PARTY SOFTWARE THAT REQUIRES SPECIAL LIMITATIONS AND/OR EXECUTION OF SPECIFIC LICENSES AS A CONDITION OF SKINNYCAT

SOFTWARE'S AUTHORIZATION TO REDISTRIBUTE SUCH SOFTWARE TO LICENSEE (INCLUDING BUT NOT LIMITED TO OPEN SOURCE SOFTWARE, PLUG-INS AND EXTENSIONS) AND AGREES TO COMPLY FULLY WITH ALL SUCH APPLICABLE SPECIAL LIMITATIONS AND LICENSES. LICENSEE SHALL TAKE ALL REASONABLE STEPS TO ENSURE AWARENESS BY ITS END-USERS OF ANY LICENSE TERMS FOR THIRD PARTY SOFTWARE CONTAINED IN THE SKINNYCAT SOFTWARE PRODUCTS LICENSED TO LICENSEE. SKINNYCAT SOFTWARE FURTHER RESERVES THE RIGHT TO SUBSTITUTE OR REPLACE ANY THIRD PARTY SOFTWARE CONTAINED IN THE SKINNYCAT SOFTWARE PRODUCTS, PROVIDED THAT SUCH SUBSTITUTION IS SIMILAR IN FUNCTION TO THE ORIGINAL THIRD PARTY SOFTWARE.

E. MAINTENANCE & SUPPORT. SUBJECT TO LICENSEE'S COMPLIANCE WITH THE TERMS OF THIS AGREEMENT, SKINNYCAT SOFTWARE WILL PROVIDE ONGOING MAINTENANCE AND SUPPORT FOR THE SKINNYCAT SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT UNDER THE TERMS OF A FULLY-EXECUTED MAINTENANCE & SUPPORT ADDENDUM REFERENCED ON THE SALES QUOTATION, WHICH IS INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

2. OWNERSHIP

A. COPYRIGHTS.

(I) GENERAL. ALL TITLE AND COPYRIGHT IN AND TO THE SKINNYCAT SOFTWARE PRODUCTS, WHETHER IN PRINTED, AUDIO-VISUAL, DIGITAL OR ELECTRONIC MEDIA, IS OWNED BY SKINNYCAT SOFTWARE AND IS PROTECTED BY UNITED STATES COPYRIGHT LAWS AND INTERNATIONAL TREATIES. SKINNYCAT SOFTWARE IS THE COPYRIGHT OWNER OF THE SKINNYCAT SOFTWARE PRODUCTS OR HAS AND SHALL RETAIN THE AUTHORITY TO ENTER INTO AND PERFORM THIS AGREEMENT AND TO GRANT LICENSES TO LICENSEE TO SUCH SKINNYCAT SOFTWARE PRODUCTS IN CONFORMANCE WITH THE TERMS OF THIS AGREEMENT. SKINNYCAT SOFTWARE RETAINS ALL RIGHTS NOT EXPRESSLY GRANTED AND NOTHING IN THIS AGREEMENT CONSTITUTES A WAIVER OF SKINNYCAT SOFTWARE'S RIGHTS UNDER COPYRIGHT LAWS OR ANY OTHER FEDERAL OR STATE LAW.

(II) COPYRIGHT NOTICES. LICENSEE AGREES THAT IT WILL CAUSE TO APPEAR ON OR WITHIN ALL MATERIALS RELATING TO THE SUBJECT MATTER OF THE SKINNYCAT SOFTWARE PRODUCTS, APPROPRIATE NOTICE OF COPYRIGHT AND OWNERSHIP INDICATING OR PRESERVING THE PROPRIETARY RIGHTS OF SKINNYCAT SOFTWARE AS SKINNYCAT SOFTWARE MAY FROM TIME TO TIME REASONABLY REQUEST.

(III) OBLIGATION AGAINST NON-INFRINGEMENT. LICENSEE ACKNOWLEDGES THAT THE USE OF THE SKINNYCAT SOFTWARE PRODUCTS OUTSIDE THE SCOPE OF THIS LICENSE WITHOUT SKINNYCAT SOFTWARE'S PRIOR WRITTEN CONSENT CONSTITUTES AN INFRINGEMENT OF SKINNYCAT SOFTWARE'S COPYRIGHTS IN AND TO THE SKINNYCAT SOFTWARE PRODUCTS AND LICENSEE EXPRESSLY COVENANTS THAT, DURING THE TERM OF THIS AGREEMENT AND AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, LICENSEE SHALL NOT, EITHER DIRECTLY OR INDIRECTLY, COMMIT AN ACT OF INFRINGEMENT, OR CONTEST OR AID IN CONTESTING THE VALIDITY OR OWNERSHIP OF ANY OF SKINNYCAT SOFTWARE'S COPYRIGHTS IN AND TO THE SKINNYCAT SOFTWARE PRODUCTS OR ANY VARIATIONS THEREOF, OR TAKE ANY OTHER ACTION IN DEROGATION OF SKINNYCAT SOFTWARE'S OR ANY OF ITS AFFILIATES' OR SUBSIDIARIES' OWNERSHIP AND RIGHTS IN AND TO THE SKINNYCAT SOFTWARE PRODUCTS.

B. TRADEMARKS. LICENSEE ACKNOWLEDGES THAT THE TRADEMARKS, TRADE NAMES AND IDENTIFYING MARKS UNDER WHICH SKINNYCAT SOFTWARE MARKETS THE SKINNYCAT SOFTWARE PRODUCTS (THE "ELEMENT LMS MARKS") ARE THE EXCLUSIVE PROPERTY OF SKINNYCAT SOFTWARE AND THAT NO LICENSE TO SUCH SKINNYCAT SOFTWARE MARKS IS GRANTED TO LICENSEE UNDER THIS AGREEMENT. LICENSEE WILL NOT CHANGE OR OTHERWISE MODIFY ANY OF THE SKINNYCAT SOFTWARE MARKS ON THE SKINNYCAT SOFTWARE PRODUCTS WITHOUT THE EXPRESS WRITTEN CONSENT OF SKINNYCAT SOFTWARE UNDER A SEPARATE AGREEMENT. LICENSEE SHALL AT NO TIME ADOPT OR USE WITHOUT SKINNYCAT SOFTWARE'S PRIOR REVIEW AND WRITTEN CONSENT, ANY NEW MARK OR ANY VARIATION OF ANY ELEMENT LMS MARKS, OR ANY MARK LIKELY TO BE SIMILAR TO OR CONFUSING WITH ANY ELEMENT LMS MARKS.

C. PROTECTION AGAINST INFRINGEMENT. LICENSEE WILL ASSIST SKINNYCAT SOFTWARE IN PROTECTING ALL RIGHTS OF SKINNYCAT SOFTWARE IN AND TO THE SKINNYCAT SOFTWARE PRODUCTS, AND WILL GIVE WRITTEN NOTICE TO SKINNYCAT SOFTWARE OF ANY INFRINGEMENT OF ANY COPYRIGHTS AND/OR TRADEMARKS IN AND TO THE SKINNYCAT SOFTWARE PRODUCTS BY ANY OTHER PERSON IMMEDIATELY UPON LICENSEE'S DISCOVERY OF SUCH INFRINGEMENT. SKINNYCAT SOFTWARE MAY, IN ITS SOLE AND ABSOLUTE DISCRETION AND AT ITS OWN EXPENSE, BRING LEGAL OR OTHER ACTION AGAINST ANY PERSON REGARDING WHOM SUCH NOTICE HAS BEEN GIVEN TO SKINNYCAT SOFTWARE. FAILURE OF SKINNYCAT SOFTWARE TO BRING LEGAL OR OTHER ACTION AGAINST ANY ALLEGED INFRINGER AT THE REQUEST OF LICENSEE OR ANY OTHER PERSON WILL NOT TERMINATE THIS AGREEMENT OR AFFECT ANY OF THE RIGHTS OR OBLIGATIONS OF THE PARTIES. LICENSEE WILL FULLY COOPERATE AND PROVIDE SKINNYCAT SOFTWARE WITH SUCH INFORMATION AS SKINNYCAT SOFTWARE MAY REQUEST IN CONNECTION WITH SUCH PROCEEDINGS. LICENSEE IS NOT PERMITTED OR AUTHORIZED TO ENTER INTO ANY SETTLEMENT WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR ANY OTHER ACTION. ANY DAMAGES OBTAINED IN ANY SUCH INFRINGEMENT PROCEEDINGS WILL BELONG EXCLUSIVELY TO SKINNYCAT SOFTWARE.

D. Reservation of Rights.

(i) SKINNYCAT SOFTWARE reserves the right upon thirty (30) days advance written notice to Licensee to change or modify, in whole or in part, or discontinue any and all of the SKINNYCAT SOFTWARE Products.

(ii) SKINNYCAT SOFTWARE retains all rights, title and interest in and to the SKINNYCAT SOFTWARE Products, Software and all attendant intellectual property rights. At no time shall title to, or ownership of, the SKINNYCAT SOFTWARE Products and attendant software vest in Licensee. In the event that Licensee makes suggestions to SKINNYCAT SOFTWARE regarding new features, functionality or performance that SKINNYCAT SOFTWARE adopts for the SKINNYCAT SOFTWARE Products ("Modifications"), such Modifications shall become the sole and exclusive property of SKINNYCAT SOFTWARE, free from any restriction imposed upon SKINNYCAT SOFTWARE. Licensee further agrees to take any actions SKINNYCAT SOFTWARE deems reasonably necessary to vest all rights, title and interest in SKINNYCAT SOFTWARE to such Modifications, at SKINNYCAT SOFTWARE's cost. Nothing contained in this Agreement shall be otherwise construed to grant to Licensee or its subsidiaries, successors and assigns any other rights except as expressly provided for in this Agreement. All other rights are expressly reserved in SKINNYCAT SOFTWARE.

3. PRICING

A. License Fees. For use of SKINNYCAT SOFTWARE Products, and any customization and/or maintenance and support services, SKINNYCAT SOFTWARE will be compensated based on the pricing structure set forth on the commercial quotation and/or the attached Sales Quotation. Prior to each term renewal, Licensee will report to SKINNYCAT SOFTWARE any change in the number of users and/or active course registrations in order that SKINNYCAT SOFTWARE may increase or decrease license fees as appropriate (if applicable). Prices stated are exclusive of any federal, state, municipal or other governmental taxes, duties, licenses, fees, excises or tariffs now or hereafter imposed in the production, storage, licensing, sale, transportation, import, export or use of the SKINNYCAT SOFTWARE Products.

B. Records and Payment. During the term of this Agreement, Licensee agrees to keep all usual and proper records and books of account and all usual and proper entries relating to use of the SKINNYCAT SOFTWARE Products. License and license renewal fees are due at the beginning of each annual license term.

C. Audit. SKINNYCAT SOFTWARE may, upon reasonable notice and at its own expense, audit the applicable records at Licensee's offices, or those of its affiliates, in order to verify that Licensee has contracted with SKINNYCAT SOFTWARE based on an accurate number of users. Any such audit shall be conducted only by a certified public accountant and shall take place only during reasonable business hours and in such manner so as not to interfere with Licensee's normal business activities. All of the information contained in Licensee's books and records shall be kept confidential except to the extent necessary to permit enforcement of SKINNYCAT SOFTWARE's rights under this Agreement. SKINNYCAT SOFTWARE agrees that such information inspected and/or copied on behalf of SKINNYCAT SOFTWARE hereunder shall be used only for the purposes of determining the accuracy of the records, and shall be revealed only to such officers, employees, agents and/or representatives of SKINNYCAT SOFTWARE as necessary to verify the accuracy of the reports except to the extent necessary to permit enforcement of SKINNYCAT SOFTWARE's rights under this Agreement.

4. WARRANTIES & DISCLAIMERS

SKINNYCAT SOFTWARE warrants that its SKINNYCAT SOFTWARE Products will be free from material defects, and will replace any defective SKINNYCAT SOFTWARE Products provided to Licensee pursuant to this Agreement free of charge. Such replacement shall be Licensee's sole and exclusive remedy for breach of the above warranty. The warranties set forth above are in lieu of all other warranties, expressed or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose or non-infringement. Reliance by Licensee or its personnel or clients on anything in the SKINNYCAT SOFTWARE Products or anything said or distributed by SKINNYCAT SOFTWARE or its agents in connection with any SKINNYCAT SOFTWARE Product shall be at Licensee's sole risk. Any and all interpretations and decisions made by Licensee as a result of using SKINNYCAT SOFTWARE Products or other information provided by SKINNYCAT SOFTWARE under the terms hereof also include the opinion and judgment of Licensee. Licensee has full responsibility for all such interpretations and decisions made by Licensee using SKINNYCAT SOFTWARE Products or other information provided by SKINNYCAT SOFTWARE under the terms of this Agreement. SKINNYCAT SOFTWARE makes no representation, warranty, or guarantee of the ability, competence, knowledge or skill of Licensee's personnel or clients to utilize successfully or appropriately, in any circumstance, any of the training content or lessons contained within the SKINNYCAT SOFTWARE Products.

5. LIMITATIONS

A. General. SKINNYCAT SOFTWARE SHALL NOT BE LIABLE TO LICENSEE, ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, REPRESENTATIVES, AGENTS, ASSIGNS OR ANY THIRD PARTY FOR ANY LOSSES, CLAIMS, OR DAMAGES WHATSOEVER (INCLUDING SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES) BY OR AGAINST LICENSEE OR ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CLIENTS OR OTHER LICENSEES, WHICH MAY ARISE OUT OF THIS AGREEMENT, EVEN IF SKINNYCAT SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, CLAIM OR DAMAGES. Neither SKINNYCAT SOFTWARE nor Licensee shall, by reason of the expiration or termination of this Agreement, under any circumstances, be liable to the other for compensation, reimbursement or damages on account of the loss of prospective profits on anticipated sales, or on account of expenditures or commitments in connection with the business or goodwill of SKINNYCAT SOFTWARE or Licensee, or otherwise.

B. Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, ARISING IN ANY WAY OUT OF THIS AGREEMENT. THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SKINNYCAT SOFTWARE BE LIABLE FOR DAMAGES IN EXCESS OF AMOUNTS PAID TO SKINNYCAT SOFTWARE BY LICENSEE FOR THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD.

6. INDEMNIFICATION

A. Indemnification by Licensee. Licensee agrees to indemnify SKINNYCAT SOFTWARE, and to hold it harmless from and against any and all damages, demands, claims, losses, causes of action, liabilities, lawsuits, judgments and expenses (including without limitation, reasonable attorney's fees and expenses) arising out of, relating to, or in connection with (i) a breach of any of Licensee's duties and obligations as set forth in this Agreement, or (ii) any of Licensee's activities pursuant to this Agreement; provided that (a) Licensee is given prompt notice of any such claim and the right to control and direct the investigation, preparation, defense and settlement of each such claim, (b) such claim, loss or damage does not arise out of any willful or negligent act or omission of SKINNYCAT SOFTWARE or SKINNYCAT SOFTWARE's employees or agents, and (c) SKINNYCAT SOFTWARE shall fully cooperate with Licensee in connection with the foregoing. Notwithstanding the foregoing, SKINNYCAT SOFTWARE shall have the right to appear at its own cost in any forum by counsel of its choice.

B. Indemnification by SKINNYCAT SOFTWARE. SKINNYCAT SOFTWARE agrees to indemnify Licensee, and to hold it harmless from and against any and all damages, demands, claims, losses, causes of action, liabilities, lawsuits, judgments and expenses (including without limitation, reasonable attorney's fees and expenses) arising out of, relating to, or in connection with a claim against Licensee that the SKINNYCAT SOFTWARE Products infringe upon or misappropriate a United States patent, or any copyright, trademark, trade secret or other similar proprietary right of a third party, provided that (a) SKINNYCAT SOFTWARE is given prompt notice of any such claim and the right to control and direct the investigation, preparation, defense and settlement of each such claim, (b) such claim, loss or damage does not arise out of any willful or negligent act or omission of Licensee, its affiliates, subsidiaries, employees or agents, and (c) Licensee shall fully cooperate with SKINNYCAT SOFTWARE in connection with the foregoing. Notwithstanding the foregoing Licensee shall have the right to appear at its own cost in any forum by counsel of its choice.

7. CONFIDENTIALITY

Each party understands that the other party hereto (such other party being referred to as the "Owning Party") possesses and will continue to possess information, software, data, hardware, furniture, course books, catalogues, brochures, marketing material and other printed material, and other tangible and intangible property of a proprietary nature that has been created and developed by such Owning Party (including without limitation any such information or property created or developed by such Owning Party during the term of this Agreement), or in which property rights have been assigned or otherwise conveyed to such Owning Party (collectively, "Proprietary Information"), which Proprietary Information has commercial value in the business in which such Owning Party is engaged. Licensee expressly acknowledges and agrees that the software underlying the SKINNYCAT SOFTWARE Products embodies substantial creative efforts, ideas and expressions, and shall be included in SKINNYCAT SOFTWARE's Proprietary Information. Each Owning Party agrees that all such Proprietary Information provided to the other party (such party being referred to as a "Receiving Party") in connection with the SKINNYCAT SOFTWARE Products is and shall remain the property of the Owning Party. At all times during the term of this Agreement and after its termination, each Receiving party shall keep in its strictest confidence and trust all Proprietary Information and will not let any other person disclose, copy, reproduce, transmit or otherwise use any of the Proprietary Information, except (a) as may be necessary in connection with SKINNYCAT SOFTWARE's delivery of the training pursuant to the terms and conditions of this Agreement, (b) with the written consent of the Owning Party, (c) to its employees, contractors, attorneys and accountants who need to know such information in order to perform their duties with the Receiving Party; provided that each such person

HAS A LEGAL OR CONTRACTUAL OBLIGATION TO MAINTAIN THE CONFIDENTIALITY OF SUCH INFORMATION COMPARABLE TO THE OWNING PARTY'S OBLIGATIONS UNDER THIS SECTION 7, AND THE RECEIVING PARTY SHALL BE LIABLE FOR ANY SUCH PERSON'S FAILURE TO COMPLY WITH SUCH OBLIGATION, AND (D) AS OTHERWISE MAY BE REQUIRED BY LAW, SUBPOENA OR COURT ORDER, PROVIDED THAT THE RECEIVING PARTY PROMPTLY GIVES THE DISCLOSING PARTY PRIOR NOTICE OF SUCH REQUIREMENT IN ORDER TO GIVE THE DISCLOSING PARTY AN OPPORTUNITY TO LAWFULLY PREVENT OR LIMIT THE SCOPE OF SUCH DISCLOSURE AND FULLY COOPERATES WITH THE DISCLOSING PARTY TO LIMIT THE SCOPE OF SUCH DISCLOSURE. UPON TERMINATION OF THIS AGREEMENT, EACH RECEIVING PARTY SHALL RETURN TO THE OWNING PARTY ALL PROPRIETARY INFORMATION MADE AVAILABLE TO SUCH RECEIVING PARTY, AND SHALL NOT TAKE OR USE ANY OF THE PROPRIETARY INFORMATION, ANY REPRODUCTION OR SUMMARY OF THE PROPRIETARY INFORMATION, WHETHER EMBODIED IN A TANGIBLE MEDIUM OR OTHERWISE. NOTWITHSTANDING THE FOREGOING, LICENSEE ACKNOWLEDGES THAT ANY VIOLATION OF THIS SECTION 7, INCLUDING WITHOUT LIMITATION ANY UNAUTHORIZED USE OF THE SKINNYCAT SOFTWARE PRODUCTS BY LICENSEE OR ANY OTHER PERSON OR ENTITY WHO RECEIVES THE SKINNYCAT SOFTWARE PRODUCTS IN CONTRAVENTION OF THE TERMS OF THIS AGREEMENT, SHALL CAUSE IRREPARABLE DAMAGE TO SKINNYCAT SOFTWARE, FOR WHICH THERE WOULD BE NO ADEQUATE REMEDY AT LAW, AND THAT DAMAGES RESULTING FROM SUCH BREACH WOULD BE IMPOSSIBLE TO ASCERTAIN. LICENSEE ACKNOWLEDGES AND AGREES THAT SKINNYCAT SOFTWARE SHALL BE ENTITLED TO OBTAIN INJUNCTIVE RELIEF, WITHOUT BOND, IF THE PROVISIONS OF THIS SECTION 7 ARE VIOLATED.

8. TERM AND TERMINATION OF AGREEMENT

A. TERM. THIS AGREEMENT SHALL COMMENCE ON THE LICENSE START DATE RECORDED ON THE SALES QUOTATION AND CONTINUE IN FULL FORCE AND EFFECT FOR THE PERIOD STIPULATED ON THE SALES QUOTATION. FOR TERM-SPECIFIC SUBSCRIPTION LICENSES (WHICH INCLUDE MAINTENANCE AND SUPPORT SERVICES), OR FOR ANY OTHER MAINTENANCE AND SUPPORT SERVICES NOT OTHERWISE INCLUDED AS PART OF THE LICENSE, THE TERM FOR SUCH SUBSCRIPTION LICENSES AND/OR MAINTENANCE AND SUPPORT SERVICES SHALL AUTOMATICALLY RENEW FOR AN ADDITIONAL ONE (1) YEAR TERM PROVIDED THAT (1) ALL FEES DUE AND PAYABLE UNDER THIS AGREEMENT SHALL HAVE BEEN RECEIVED BY SKINNYCAT SOFTWARE; AND (2) LICENSEE IS NOT IN BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

B. TERMINATION. THIS AGREEMENT AND ALL LICENSES GRANTED HEREUNDER MAY BE TERMINATED IMMEDIATELY BY SKINNYCAT SOFTWARE UPON NOTICE TO LICENSEE IF (I) LICENSEE BREACHES ANY OF THE TERMS AND CONDITIONS SET FORTH IN SECTION 1 OF THIS AGREEMENT, OR (II) LICENSEE BREACHES ANY OF THE RESTRICTIONS ON USE OR DISCLOSURE OF ANY CONFIDENTIAL INFORMATION OF SKINNYCAT SOFTWARE. THIS AGREEMENT AND ALL LICENSES GRANTED HEREUNDER MAY OTHERWISE BE TERMINATED BY SKINNYCAT SOFTWARE UPON THIRTY (30) DAYS NOTICE BY SKINNYCAT SOFTWARE UPON (I) ANY MATERIAL BREACH BY LICENSEE OF THIS AGREEMENT THAT REMAINS UNCURED FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING NOTICE BY SKINNYCAT SOFTWARE OF SUCH MATERIAL BREACH OF THIS AGREEMENT; (II) THE INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP OF LICENSEE; (III) ANY CHANGE IN CONTROL OF LICENSEE (WHETHER THROUGH TRANSFER OF OWNERSHIP, MERGER OR OTHERWISE); OR (IV) THE SALE OR TRANSFER BY LICENSEE OF ALL OR A SUBSTANTIAL PART OF LICENSEE'S ASSETS. IN ADDITION, THIS AGREEMENT MAY BE TERMINATED UPON THIRTY (30) DAYS NOTICE BY LICENSEE FOR ANY REASON WHATSOEVER. UPON TERMINATION BY EITHER PARTY, LICENSEE WILL IMMEDIATELY (A) PAY TO SKINNYCAT SOFTWARE ANY AND ALL UNPAID AMOUNTS DUE UNDER THIS AGREEMENT; (B) RETURN TO SKINNYCAT SOFTWARE ANY AND ALL MATERIALS, AND ALL COPIES THEREOF, RELATING TO THE SKINNYCAT SOFTWARE PRODUCTS; AND (C) CERTIFY IN A SWORN WRITING TO SKINNYCAT SOFTWARE THAT ALL ACTIONS REQUIRED BY THE PRECEDING CLAUSES (A) AND (B) HAVE BEEN SATISFIED. FURTHER, BOTH PARTIES SHALL EITHER RETURN OR DESTROY ANY AND ALL PROPRIETARY INFORMATION, AND ALL COPIES THEREOF, AT THE DIRECTION OF THE OWNING PARTY AND PROVIDE WRITTEN PROOF OF SAME UPON THE OWNING PARTY'S REASONABLE REQUEST. IN THE EVENT OF LIQUIDATION OR BANKRUPTCY OF SKINNYCAT SOFTWARE, THE LICENSE WILL REMAIN IN FULL FORCE AND EFFECT FOR THE APPLICABLE REMAINING TERM OF THIS AGREEMENT WITH LICENSE FEES REMAINING DUE AND PAYABLE TO SKINNYCAT SOFTWARE AS DEBTOR-IN-POSSESSION, OR ITS SUCCESSOR-IN-INTEREST.

9. MISCELLANEOUS PROVISIONS

A. WAIVER, AMENDMENT OR MODIFICATION. THE WAIVER, AMENDMENT OR MODIFICATION OF ANY PROVISION OF THIS AGREEMENT OR ANY RIGHT, POWER OR REMEDY HEREUNDER SHALL NOT BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM ENFORCEMENT OF SUCH WAIVER, AMENDMENT OR MODIFICATION IS SOUGHT. THE TERMS OF THIS AGREEMENT SHALL NOT BE AMENDED OR CHANGED BY THE TERMS OF ANY PURCHASE ORDER, ACKNOWLEDGMENT, INVOICE OR SIMILAR DOCUMENT EVEN THOUGH A PARTY MAY HAVE SIGNED OR ACCEPTED SUCH DOCUMENTS. NO FAILURE OR DELAY BY A PARTY IN EXERCISING ANY RIGHT, POWER OR REMEDY WITH RESPECT TO ANY OF THE PROVISIONS OF THIS AGREEMENT SHALL OPERATE AS A WAIVER THEREOF.

B. NOTICE. ANY NOTICE OR OTHER COMMUNICATION REQUIRED OR PERMITTED HEREUNDER SHALL BE IN WRITING, SHALL BE DEEMED TO HAVE BEEN GIVEN OR MADE AND SHALL BE DEEMED SUFFICIENT IN ALL RESPECTS WHEN DELIVERED PERSONALLY, OR SENT BY FACSIMILE OR E-MAIL (PROVIDED THE SENDER CONFIRMS THE FACSIMILE OR E-MAIL BY SENDING AN ORIGINAL CONFIRMATION COPY BY CERTIFIED OR REGISTERED MAIL OR EXPEDITED DELIVERY SERVICE WITHIN THREE (3) BUSINESS DAYS AFTER TRANSMISSION) OR WHEN PLACED IN THE MAIL, AIR MAIL POSTAGE PREPAID, ADDRESSED TO THE RESPECTIVE PARTY'S ADDRESS AS SET FORTH ON THE SALES QUOTATION.

C. Relationship of the Parties. In the performance of duties assigned pursuant to this Agreement, the status of the parties, including its employees and agents, will be that of independent contractors and not as employees or agents, or fiduciaries of the other party, and as such will have not right to make any commitments for or on behalf of the other party. Nothing in this Agreement will create any association, partnership or joint venture between the parties. The operation and control of each party's respective businesses are not subject to the control or approval of the other party except as expressly provided herein.

D. Absence of Third-Party Beneficiary Rights. Except as otherwise provided in this Agreement, no provision of this Agreement is intended nor shall be interpreted to provide or create any third party beneficiary rights or any other rights of any kind in any affiliate of subsidiary, and all provisions hereto shall be personal solely between the parties hereto.

E. Governing Law. The validity, construction and performance of this Agreement, and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding that body of law applicable to conflicts of law. The parties submit solely and exclusively to the jurisdiction of, and waive any objection to personal jurisdiction and venue in, the courts of State of Texas in any action arising out of or relating to the Agreement.

F. Severability. In the event any provision hereof shall be held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement shall remain in full force and effect.

G. Proprietary Agreement. This Agreement is confidential and shall be treated as a proprietary document of the parties. Except as otherwise expressly provided in this Agreement, each party agrees that neither this Agreement nor any specific provision hereof shall be revealed or disclosed by it without the prior written consent of the other party. Notwithstanding the foregoing, Licensee expressly agrees that SKINNYCAT SOFTWARE may list Licensee as a client in any of its print or electronic marketing materials.

H. Headings. Section headings are included solely for convenience, are not to be considered a part of this Agreement and are not intended to be full and accurate descriptions of the contents thereof.

I. Acceptance and Counterparts. Neither this Agreement nor any Exhibit hereto shall become effective until signed by the Licensee on the Sales Quotation. This Agreement and its Exhibits may be executed by any number of counterparts, and all such counterparts shall be deemed to constitute one in the same instrument.

J. Non-Assignment. This Agreement shall not be assigned by Licensee without the express written consent of SKINNYCAT SOFTWARE. Any assignment in contravention of this paragraph shall be null and void.

K. Survival. The following provisions shall survive the expiration, cancellation or early termination of this Agreement: Sections 2, 4 through 9.

L. Governmental Restricted Rights. The software comprising the Software and Documentation which is used or otherwise accessed for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/Manufacturer: SKINNYCAT SOFTWARE LLC, 3256 Ranch Park Trail, Round Rock, TX 78681.

M. Entire Agreement. This Agreement, including the Statement of Work, Pricing Quote, and Exhibits hereto which are incorporated hereby by reference, represents the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior representations and agreements, whether oral or written, with respect to the same subject matter.

Element Maintenance & Technical Support Standards

This Maintenance and Support Addendum to the General Terms and Conditions ("Support Addendum") describes the maintenance and technical support services (the "Support Services") to be provided by Element Learning Management Solutions (ElementLMS)to Licensee for the ElementLMS Products licensed under the Agreement. Capitalized terms not defined in this Support Addendum have the same meanings as such terms are defined in the Agreement.

1. DEFINITIONS

1.1. "Defect" means a failure of the Software to substantially conform to the functional specifications set forth in the Software documentation.

1.2. "Major Release" means a subsequent release of the Software that ElementLMS makes generally available to its supported customers, as indicated by a version number increase to the left of the first decimal point (e.g., 2.0 to 3.0).

1.3. "Minor Release" means a subsequent release of the Software that ElementLMS makes generally available to its supported customers, as indicated by a version number increase to the right of the first decimal point (e.g., 2.1 to 2.2).

1.4. "Patch" means a modification for a particular version of the Software, which may be of a temporary or interim nature, to resolve a Defect.

1.5. "Software" means the proprietary ElementLMS software components of the ElementLMS Products licensed under the Agreement to Licensee.

1.6. "Updates and Upgrades" means Minor Releases and Major Releases. Updates and Upgrades shall not include any products that ElementLMS licenses separately for an additional fee.

1.7. "Workaround" means a procedure or technique to provide a temporary or interim fix to a claimed Defect in a particular version of the Software.

2. STANDARD MAINTENANCE AND SUPPORT.

2.1. Coverage. Subject to the General Terms and Conditions of the Agreement, ElementLMS shall offer Support Services solely for the Software licensed under the Agreement.

2.2. Annual Software Maintenance. ElementLMS shall use commercially reasonable efforts to maintain the Software so that it operates without Defects.

2.3. Updates and Upgrades. ElementLMS shall supply Licensee with Updates and Upgrades for the Software that are released to the general public during the term of this Agreement. Such Updates and Upgrades shall be provided to Licensee at no charge. Except for Updates and Upgrades, Licensee shall not be entitled to any other software as part of the Support Services. Updates and Upgrades may be delivered via physical media or made available electronically, at ElementLMS's sole discretion.

2.4. Telephone Support.

2.4.1. General. Telephone support will be available from 7:00 am to 7:00 pm, Central Time, Monday through Friday, excluding holidays. Unless otherwise designated by ElementLMS, Licensee should call the following numbers for support:

Contact Name	
Toll Free Number:	
Local Number:	
Email	support@elementlms.com
URL	www.elementlms.com

2.4.2. Problem Definition. To assist in expeditiously resolving Licensee's problem, the Licensee should record the following information for reference and should provide the information to ElementLMS: (a) error messages and indications that Licensee received when the malfunction occurred, (b) what the user was doing when the malfunction occurred, (c) what steps Licensee has taken to reproduce the malfunction, (d) what steps Licensee may have already taken to solve the problem and (e) product version.

2.5. Internet Support. ElementLMS may provide Internet assistance to Licensee through access to a website that may include any of the following: a knowledge base, on-line case tracking, frequently asked questions, Updates and Upgrades, and Software documentation.

2.6. Defect Severity Levels. Defects in the Software are classified according to severity of impact on the use of the Software as follows:

Severity	Impact
1	Production site not working
2	Continued performance of one or more essential functions is impaired and may be circumvented or avoided on a temporary basis by the intended user.
3	Continued performance of one or more non-essential functions is impaired.

2.7. Response Time Goals: ElementLMS agrees to use reasonable efforts to acknowledge software Defects promptly reported to ElementLMS by Licensee and to use all reasonable efforts to provide Workarounds and Updates. Acknowledgements will be sent to Licensee via the online support system, e-mail or phone. The following response time goals will be in effect:

2.7.1. Severity 1. If a Severity 1 Defect occurs during normal operating hours (8:30 am – 5:30 pm Central Time weekdays), ElementLMS will begin immediate and continuous efforts to reproduce and resolve the Defect, and will carry out those efforts until the Defect is resolved. ElementLMS will use all reasonable efforts to resolve all Severity 1 Defects in the shortest time possible, and will review with Licensee the status on a daily basis or more frequently, if requested.

2.7.2. Severity 2. If the Defect is a Severity 2 issue, ElementLMS will begin efforts to reproduce the problem no later than the opening of the next business day. ElementLMS will use reasonable efforts to resolve Severity 2 problems as rapidly as practical.

2.7.3. Severity 3. Severity 3 Defects will be addressed in ElementLMS's normal maintenance or enhancement release schedule.

2.8. Inclusion. All Workarounds and Updates shall be considered Software and licensed pursuant to and subject to the terms and conditions of the Agreement.

3. ADDITIONAL MAINTENANCE AND TECHNICAL SUPPORT

3.1. Coverage. For an additional fee, Licensee may elect to receive certain additional maintenance and support services as outlined in this section. Fees related to such services will be determined by ElementLMS on a quoted basis and all services are subject to the mutual agreement of the parties.

3.2. On-Site Services. For an additional fee, Licensee may elect to receive on-site support and maintenance.

3.3. Training. For an additional fee, Licensee may elect to receive on-site training with respect to the Software.

3.4. Consulting Related to Licensee Defects. For an additional fee, Licensee may elect to receive consulting services related to Defects caused by issues other than the Software.

4. OBLIGATIONS OF LICENSEE.

4.1. First Level Support/Single Point of Contact. All communications relating to the Maintenance and Technical Support shall be supervised, coordinated, and undertaken by no more than two (2) designated contact persons per Licensee location who shall act as a single point of contact between Licensee and ElementLMS. At a minimum, the Support Services require the Licensee to ensure the following:

4.1.1. Reproduction. If possible and practical, the situation giving rise to the problem is reproducible in a single supported Software installation;

4.1.2. Release Level. The Software is at a supported release level in accordance with Section 6.2;

4.1.3. Access. The full system, including all software and hardware, is available to the Licensee contact without limit during any telephone discussions with ElementLMS support personnel; and

4.1.4. Cooperation. The Licensee contact will follow the instructions and suggestions of ElementLMS's support personnel when servicing the Software.

4.2. Remote Connection. If appropriate, Licensee will cooperate with ElementLMS to allow and enable ElementLMS to perform support services via remote connection using standard, commercially available remote control software. Licensee shall be solely responsible for instituting and maintaining proper security safeguards to protect Licensee's systems and data.

4.3. Updates and Upgrades. Licensee acknowledges and agrees that Updates and Upgrades provided by ElementLMS pursuant to this Agreement may, in Element's sole discretion, require additional training of Licensee's personnel.

4.4. Disclaimer. ElementLMS shall not be responsible to provide Support Services, Updates and Upgrades, or any other maintenance and support to the extent that Defects arise because Licensee (a) misuses, improperly uses, mis-configures, alters, or damages the Software; (b) uses the Software with any hardware or software not supplied or supported by ElementLMS; (c) fails to install an Update to the Software if such Update would have resolved the Defect; or (d) otherwise uses the Software in a manner not in accordance with the Agreement. Notwithstanding anything in this Support Addendum to the contrary, the Support Services do not obligate ElementLMS to provide: (i) project management; (ii) personnel management; (iii) application design or development; (iv) performance of Support Services on-site; (v) consulting, training or other support services relating to software other than the Software; (vi) support or maintenance services relating to any hardware or peripheral devices; (vii) recreation or reentry of data lost for any reason whatsoever; (viii) provision of any functional deliverables; (ix) performance of the generalized duties of a software developer engaged to create miscellaneous software applications at Licensee's discretion; or (x) delivery of customized improvements or enhancements to existing Software functions.

5. LIMITATION ON STANDARD MAINTENANCE AND SUPPORT.

5.1. Licensee Defects. If Licensee notifies ElementLMS of a problem and ElementLMS correctly determines that the problem is due to Licensee's incorrect or improper use of the Software or failure to comply with the terms of this Agreement (as opposed to a Defect in the Software), the resolution of such problem is not covered by the Support Services. However, at Licensee's request in writing approving the fees therefore, ElementLMS may provide consulting services to correct the problem pursuant to Section 4.4.

5.2. Release Support Period. ElementLMS shall support a release of the Software if such release (a) was made generally available during the previous twenty four (24) months, or (b) is no more than one Major Release behind the current release of the Software. Other versions of the Software will not be supported unless ElementLMS and Licensee mutually agree otherwise in writing.

5.3. Third Party Products. The Support Services do not cover the operation or use of third party hardware or software, nor do they cover Software to the extent modified by Licensee without the express authorization of ElementLMS or used in any manner in violation of the Agreement or inconsistent with the Software documentation.

6. TERM.

6.1. Term. Support Services are provided on an annual basis as part of a valid license for ElementLMS Products. The Support Services shall commence on the Effective Date and shall continue for one (1) year unless a different term is specified on the Sales Quotation.

6.2. Termination of Agreement. If ElementLMS or Licensee terminates the Agreement as provided therein, then the Support Services shall also terminate.

7. **LIMITATIONS & DISCLAIMER.**

In addition to the limited warranties set forth in the Agreement, ElementLMS warrants that the Support Services will be performed in a professional and workmanlike manner consistent with acceptable industry standards. Other the foregoing, **ElementLMS DISCLAIMS ALL WARRANTIES WITH REGARD TO ANY SERVICES PROVIDED TO CUSTOMER HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT WILL ElementLMS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY SUPPORT SERVICES PROVIDED HEREUNDER**.

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Commissioners Court - Regular Session **18.**

Meeting Date: 11/22/2022

Approval of Amendment #1 to RFP #21RFP4 Jail Inmate Food Services with Aramark Correctional Services, LLC for the Sheriff's Office/Jail

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action on approving Amendment #1 for Jail Inmate Food Services contract #21RFP4 between Aramark Correctional Services, LLC and Williamson County to authorize price increase to provide jail inmate food service pursuant to Tex. Loc. Gov't Code 262.024(a)(8) and 351.001, for the same terms and conditions as the existing contract with an increase in the per-meal price detailed in the attached spreadsheet. Pricing shall be effective November 23, 2022 through November 22, 2023.

Background

The original contract award was approved by the Commissioner's Court on November 23, 2021. This Amendment #1 is the first increase option for the Jail Inmate Food Services contract #21RFP4. The per-meal price is increasing by 10% per line item, per Paragraph 6 of the original agreement. The funding source is 01.0100.0570.003306. Department contact is Susan Carmack.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment #1 and Price Tab

21RFP4 Original Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/17/2022 09:16 AM
County Judge Exec Asst.	Becky Pruitt	11/17/2022 10:52 AM
Form Started By: Kim Chappius		Started On: 11/14/2022 10:39 AM
Final Approval Date: 11/17/2022		

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Amendment No. 1 to Jail Inmate Food Service Contract

THIS AMENDMENT NO. 1 (the "**Amendment**"), is entered into this 23 day of Nov, 2022 by and between Williamson County, TX (the "**County**"), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at 2400 Market Street, Philadelphia PA, 19103 ("**Aramark**").

WHEREAS, the County and Aramark entered into a Jail Inmate Food Service Contract on November 23, 2021 for the management of the food service operation at the Williamson County Jail (as amended, the "**Agreement**");

WHEREAS, the parties acknowledge the need to amend the per meal price effective dates in Section 6 of the Agreement;

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective October 1, 2022.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Year One Pricing:** The parties agree that Section 6 of the Agreement is hereby amended to reflect that the per meal prices stated therein are firm for the period beginning November 23, 2021 and ending on November 22, 2022.

2. **Price Adjustment:** In accordance with Section 6 of the Agreement, the parties agree that the price per meal charged to the County by Aramark shall be changed as set forth on Attachment A hereto as a result of changes in the Market Basket of Products. These prices shall be effective from November 23, 2022 through November 22, 2023, and shall supersede in all respects the price per meal set forth in Section 6 of the Agreement or in any other prior agreements between the parties.

3. **Ratification**: Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be

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signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

DocuSigned by:
Stephen Yarsinsky
8DD54D82B0CD4AA...

Stephen Yarsinsky
Vice President, Finance
Date:

Williamson County, Texas

_____

Judge Bill Gravell
Williamson County Judge
Date:

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Attachment A

Williamson County, TX
Effective November 23, 2022 through November 22, 2023

Population	Price Per Meal
400 - 449	$1.476
450 - 499	$1.410
500 - 549	$1.356
550 - 599	$1.313
600 - 649	$1.276
650 - 699	$1.234
700 - 749	$1.219
750 - 700	$1.196
800 and up	$1.174
Snacks	$0.569
Staff Meal	$2.755

*The total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale.

21RFP4 Jail Inmate Food Services

Population	Price Per Meal ($) FY22	Price Per Meal ($) FY23	PRICE INCREASE PROPOSED
400-449	$1.339	$1.476	10.231%
450-499	$1.279	$1.410	10.242%
500-549	$1.230	$1.356	10.243%
550-599	$1.191	$1.313	10.243%
600-649	$1.158	$1.276	10.190%
650-699	$1.120	$1.234	10.178%
700-749	$1.106	$1.219	10.217%
750-799	$1.085	$1.196	10.230%
800 and up	$1.065	$1.174	10.234%
SNACKS	$0.516	$0.569	10.271%
STAFF MEAL	$2.50	$2.755	10.200%

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JAIL INMATE FOOD SERVICE CONTRACT
FOR THE WILLIAMSON COUNTY JAIL FACILITY
SOLICITATION #21RFP4

(Aramark Correctional Services, LLC)

This Jail Inmate Food Service Contract for the Williamson County Jail (the "Contract") is between Aramark Correctional Services, LLC ("Vendor", "Contractor", or "Aramark"), 2400 Market Street, Philadelphia, PA 19103, and Williamson County, Texas (the "County"), a political subdivision of the State of Texas, acting herein by and through its governing body.

1. Vendor agrees to furnish all labor, equipment supplies and foodstuffs, except as provided herein, and to provide full food service for inmates of the Williamson County Jail (the "Jail").

2. Vendor agrees to serve tasty, appetizing, wholesome quality food and to use a minimum twenty-one (21) day non-repetitive meal plan, including special menus for holidays and for medical reasons, included as Schedule A. All menus must be reviewed and approved by a bona fide registered dietician, to meet or exceed the dietary standards for adult inmates as required by all applicable statutes.

3. Vendor agrees to serve foodstuff at the proper temperatures for safe food service. Vendor further agrees to maintain foodstuff at the proper temperatures from the time the foodstuff is prepared until the actual time that the foodstuff is delivered to the inmate units.

4. Vendor agrees to provide meals to the inmates three (3) times per day, seven (7) days per week. Breakfast shall be served at 5:30 am, lunch shall be served at 11:30 am and dinner shall be served at 5:30 pm. Sack lunches will frequently be requested. The County reserves the right to change mealtimes at County's discretion. Vendor further agrees that the respective serving times represent the actual time of delivery to the inmates for consumption.

5. Except as otherwise set out herein, food for the Jail inmates shall be prepared in the Jail kitchen facility.

6. County agrees to pay Vendor on a unit cost of per meal per inmate fed as follows:

    a. Inmate Meal Pricing Per Person, Per Regular Meal (Breakfast, Lunch, Dinner):

Population	Price Per Meal ($)
400-449	1.339
450-499	1.279
500-549	1.230
550-599	1.191
600-649	1.158
650-699	1.120
700-749	1.106
750-799	1.085
800 and Up	1.065

b. Per Person, Per Dietary Snack – Snacks Prepared in Jail Kitchen: **$0.516**

c. Staff Meal Pricing Per Person, Per Regular Meal (Breakfast, Lunch, Dinner): **$2.50**

The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on September 30, 2022. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by an amount to be mutually agreed upon and set forth in an amendment to this Agreement; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("**CPI-FAH**"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the "**Client Menu**"). The period for determining CPI-FAH and Market Basket of Products increases shall be June of the immediately preceding year to June of the then-current year (the "**Base Period**").

7. Vendor agrees to serve meals on insulated plastic trays and to distribute the meals to the individual inmates.

8. Vendor agrees to provide an on-site Food Service Manager who is trained, experienced, and knowledgeable of food services in detention facilities. The manager assigned will be subject to review by the Williamson County Sheriff or his agent.

9. Vendor agrees that all books and records of Vendor pertaining to meal preparation and delivery subject to this Contract shall be available for a period

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of thirty-six (36) months after the close of the County's fiscal year to which they pertain, for inspection and audit by representatives of the Texas Department of Human Resources, the U.S. Department of Agriculture and/or the U.S. General Accounting Office, at any reasonable time and place.

10. Vendor agrees to provide on-site employees, who are well trained, honest, reliable, and in uniform of a style and color to distinguish them from inmate workers, to successfully perform the requirements of providing food to the inmates.

11. Vendor agrees that all employees must have a valid food handler's certificate from the Health Department and that all costs associated with obtaining such certificate shall be borne by Vendor.

12. Vendor agrees that all employees shall be subject to background checks. Vendor agrees that background checks for each applicant for employment shall be performed prior to the extension of a job offer. The Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to any and all employees of Vendor.

13. Vendor agrees to provide ongoing in-service training to cover such areas as safety, sanitation and food handling to all employees and to any inmate workers provided.

14. Vendor agrees to properly and safely use and operate all electrical, gas and plumbing fixtures, equipment or appliances supplied by County or by Vendor.

15. Vendor agrees to maintain the entire food service and delivery areas, all silverware, utensils and equipment needed to prepare and serve meals in a clean and sanitary condition in compliance with all Federal, State and Local standards.

16. Vendor agrees to collect and dispose of all rubbish, garbage, litter or other waste in accordance with established policies of the Health Department.

17. Vendor agrees to submit a comprehensive, weekly invoice to the Williamson County Sheriff or his agent showing the number of meals actually served to inmates for the preceding week. This invoice shall be detailed so as to show how many inmates were provided food at each mealtime. This invoice is to be submitted each Monday of the month.

18. **IN2WORK**: Vendor shall provide vocational training and classroom instruction regarding proper food production skills to qualified inmates at the facility through its IN2WORK program ("I2W"). Training will include deployment of Vendor's proprietary materials. The County acknowledges that Vendor's

willingness to implement the I2W program under this Agreement does not give the County any right, title, license or interest in the program.

19. **FINANCIAL COMMITMENT**: Aramark shall make a financial commitment to the County of up to Fifty-Five Thousand Dollars ($55,000.00) (the "Financial Commitment) for the purchase of the equipment listed on Schedule B. Any equipment purchased by Aramark on the County's behalf shall be purchased as a "sale-for resale" to the County. The County shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. The County acknowledges that it is a tax-exempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall occur during the Initial Term of this Agreement, commencing upon the effective date of the Agreement, and shall be amortized on a straight line basis over the Initial Term. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, the County shall reimburse Aramark for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of the Agreement at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance. The term "Prime Rate" shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. commercial banks, such rate to be adjusted on the last day of each Aramark's accounting period. In the event such amounts owing to Aramark are not paid to Aramark within thirty (30) days of expiration or termination, the County agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within thirty (30) days of the invoice date. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to Aramark.

20. Indemnification:

INDEMNIFICATION – EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF VENDOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS

THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED AT THE JAIL OR IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT. VENDOR 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, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") 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 CONTRACT OR THE SERVICES DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF VENDOR 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.

21. Vendor agrees to provide County with proof of Workers Compensation and Employer's Liability insurance of at least $100,000.00 per each accident; Comprehensive General (public) Liability Insurance (which shall include premises, operation, independent contractors, personal injury, products, bodily injury) in the amount of $1,500,000.00 per occurrence, property damages insurance in the amount of $1,500,000.00 per occurrence.

22. Vendor agrees that Williamson County shall be named as an additional insured party on the General Liability Insurance, be provided with a waived subrogation, and be provided with certificates of insurance evidencing the above insurance. Any insurance provided by Vendor (Additional Insured or Otherwise) shall only cover losses for which Vendor is legally liable; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County. Both Vendor and County waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver does not apply to bodily injury or death claims. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.

23. Vendor agrees to provide to County a Surety Bond guaranteeing performance of all conditions of this Contract in the amount of fifty thousand dollars ($50,000.00), said bond to be forfeited in the event that Vendor fails to satisfactorily perform this Contract.

24. Vendor agrees to provide meal service to inmates at the agreed upon price.

25. Vendor agrees that the services to be provided, under this Contract, are vital to County and must be continued without interruption and that upon expiration of this Contract another vendor may be selected. Vendor agrees to furnish "phase-in" training and exercise its best efforts and cooperation to effectively have an orderly and efficient transition to a successor.

26. Vendor agrees that this Contract is not assignable without the express written consent of the Commissioners Court of Williamson County. This Contract shall be binding upon and inure to the benefit of parties hereto and their respective successors and permitted assigns.

27. County agrees to assist Vendor in obtaining use of U.S. Department of Agriculture commodities in providing food service to inmates of the Williamson County Jail, however Vendor shall assume all costs, both direct and indirect, in procuring such commodities and in complying with the rules and regulations of the U.S. Department of Agriculture and the Texas Department of Human Resources and that all commodities received by Vendor shall be used only in accordance with the aforementioned rules and regulations, and for the benefit of County, and only in performance of this Contract. It is further agreed that Vendor shall be responsible for the proper disposition and removal of excess or stale dated commodities that have been obtained through the USDA surplus commodity program.

28. County agrees to make available for vendors use the kitchen facilities, utensils, and equipment located in the County Jail at no cost for the performance of this Contract. County states, and Vendor understands, that this is only an accommodation to Vendor and that County makes no warranties, expressed or implied, as to their availability, and Vendor acknowledges that Vendor must have a contingency plan to provide food to the inmates in the event that County facilities are not available for his/her use. The Contractor's liability for providing maintenance and repairs will be limited to the sum of $25,000 per contract year (October 1 through September 30 each year (each a "Contract Year")), and which shall pro-rated in the first Contract Year beginning on the Effective Date and ending on September 30, 2022. Contractor shall keep a log of repair and maintenance costs incurred during each Contract Year. In the event the Contractor's expenditures in a Contract Year exceeds $25,000, the County will reimburse Contractor for such expenditures. Contractor shall notify and receive permission from the County prior to incurring any repair and/or maintenance cost above the $25,000 annual limit. In the event Contractor's annual repair and maintenance expenditures for a Contract Year are less than $25,000 the Contractor shall reimburse the County the difference between the costs incurred and the sum of $25,000. If, in the Contractor's opinion, a piece of kitchen equipment is judged to be past its useful life and repair is not justified, Contractor shall notify the County accordingly. Upon such notification, the

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County will either advise Contractor to proceed with repairs and/or maintenance or the County will assume responsibility for replacing the equipment.

29. County agrees to pay all utility costs for preparation of foodstuff, but under no circumstance will County reimburse Vendor for any utility costs if Vendor uses any other facilities for preparation of food.

30. County agrees to provide pest control for all areas within the Jail, including those areas utilized by Vendor in performance of this Contract, and to maintain adequate security of all food service areas during food service operations, and to provide clean uniforms for all inmate workers and to provide paper and plastic eating supplies as required.

31. County agrees to provide inmate trustees to assist in the food service to the greatest extent possible, but Vendor acknowledges that at times there may not be any inmate, trustees furnished. When inmate trustees are provided to assist in the food service, the trustees must be supervised by a County Licensed Correction Officer ONLY. As set out herein above and in addition to the foregoing, inmate trustee labor will be available once the meals are delivered by the Vendor to the interior secure area of the Jail during construction on the Jail kitchen and inmate trustee labor will not be made available outside of the secured area of the Jail during the construction of the Jail kitchen.

32. Subject to the termination rights set out herein, this Contract between County and Vendor shall be in force commencing on November 23, 2021 (the "Effective Date") until September 30, 2024 (the "Initial Term").

33. At the end of the Initial Term, the Commissioners Court of Williamson County reserves the right to extend this Contract for up to two (2) additional twelve (12) month extension terms, by mutual agreement of both parties, as it deems to be in the best interest of the County. The terms and conditions for any extension term shall remain the same and shall be effective as to the new 12-month extension term provided same is approved in advance by the Commissioners Court of Williamson County. The total period of this Contract, including all extensions will not exceed a maximum combined period of sixty (60) months, until November 22, 2026.

34. Either party to this Contract reserves the right to terminate this Contract upon ninety (90) calendar day's written notice for its convenience, and for any termination County shall pay Vendor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract prior to such termination. In the event County pays for the cost of supplies or materials obtained for use under this Contract up to the effective date of termination, said supplies or materials shall become the property of Williamson County and shall be delivered to the Jail. Other than the County's

responsibilities in this Agreement, and including but limited to its reimbursement obligations in Section 19 and its payment obligations in this Section 34, no penalty will be assessed for Williamson County's termination for convenience.

35. County and Vendor both agree that the Williamson County Commissioners Court shall be the sole and final authority on issues relating to this Contract. Should any matter not be resolved to the Vendor's satisfaction, Vendor shall have the right to be heard in open court by Commissioners Court and the decision of Commissioners Court shall be final and conclusive and shall be binding on all parties concerned.

36. Vendor understands that to the extent that County provides equipment for preparation of food for inmates, such equipment, if used, shall be used for food preparation for County inmates only.

37. The financial arrangements in this Contract are based on conditions existing as of the effective date of the Contract including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Vendor's control, including, but not limited to, a change in the scope of Vendor's services; menu changes; a decrease in the Facility's inmate population; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations; or other unforeseen external market conditions outside Vendor's control, then Vendor shall give County written notice of such requested increase or change with adequate supporting documentation to justify the request or change, and within thirty (30) calendar days after such notice, Vendor and County shall mutually agree upon reasonable modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Vendor's price per meal, modifications to the menu, or modifications to Vendor's scope of services. Such proposed modifications are expressly subject to approval by the Williamson County Commissioners Court, such approval not to be unreasonably withheld, conditioned, or delayed.

38. Force Majeure: If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall provide a written notice with the other party.

39. Miscellaneous:

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a. If any provision of this Contract 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 Contract 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 Contract 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 Contract and be deemed to be validated and enforceable.

b. Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Contract is governed by the laws of the United States, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

c. The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

d. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

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

with copy to: Williamson County Sheriff
508 S. Rock Street
Georgetown, Texas 78626

Vendor: Aramark Correctional Services, LLC
Attn: Vice President, Finance
2400 Market Street
Philadelphia, PA 19103

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e. Each party to this Contract shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Contract, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, Vendor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

f. Vendor expressly agrees to inclusion in this Contract of the Proposal Specifications and Terms and Conditions of 21RFP4 ("RFP") and Vendor's Response(s) and Best and Final Offer ("BAFO"), which are incorporated herein as if copied in full. In the event a dispute arises between terms and conditions of (1) this Contract, (2) the RFP, and its Addenda; (3) the Respondent's Proposal; and (4) the BAFO, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Contract and its Addenda, (2) the RFP and its Addenda; (3) the Respondent's BAFO; and (4) Respondent's Proposal.

g. Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

i. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Contract shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

j. Vendor agrees that 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 Vendor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that County shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Vendor reasonable advance notice of intended audits.

k. The obligations of the Parties under this Contract do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that 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 at the end of its then-current fiscal year.

l. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by 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 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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Vendor of the discrepancy. Following County's notification of any discrepancy as to an invoice, Vendor must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

m. The parties to this Contract each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Contract and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Contract and to bind such party to its terms. Each person executing this Contract on behalf of a party

warrants that he or she is duly authorized to enter into this Contract on behalf of such party and to bind it to the terms hereof.

n. As a duly authorized representative of Vendor, I acknowledge by my signature below that I have read and understand the above paragraphs and that Vendor has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

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

SIGNED to be effective the ___ Day of _____, 2021.

Williamson County, Texas (County):

_____
Judge Bill Gravell
Williamson County Judge

Aramark Correctional Services, LLC (Vendor):

DocuSigned by:
By: Michael Santoro
33F926671D6946D...
Printed Name: Michael Santoro
Title: Vice President, Finance

DocuSign Envelope ID: [redacted]

SCHEDULE A

Menus

[Menus provided separately with BAFO]

DocuSign Envelope ID: 73[redacted]

SCHEDULE B

Capital Investment Items:	**QTY**
Merchandisers	1
Beverage Cooler	1
Locking Cooler	1
Locking Freezer	1
Microwave	1
TVs for entertainment	1
Couch	0
Lounge Chair	0
Coffee Table	1
Low-Top Tables	4
Dining Chairs	20
Painting	1
Shelves for Pick up Orders	1
Signage and Sign Holders	1
Design Services	1
Installation	1
Freight	1

Capital Investment: Technology	**QTY**
Retail365 Kiosk - Order Ahead	1
Camera Network	1

Commissioners Court - Regular Session **19.**

Meeting Date: 11/22/2022

Approval of Agreement for Work On Historic Courthouse Stairs with Vince Knight d/b/a Knight Restoration for Facilities Management 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 service agreement #202364 for work on the stairs at the Historic Courthouse by Vince Knight d/b/a Knight Restoration, PO Box 1069, Hutto, TX 78634, in the not-to-exceed amount of $8,000.00 and authorizing the execution of this agreement. Funding Source is P587.

Background

Facilities Management submitted requisition #130145 for work on the stairs of the Historic Courthouse located at 710 S Main St, Georgetown, TX 78626. The attached quote is for services to include grinding out existing mortar of four sets of stairs, adding of new backer rod and sealant, preparation of joints according to manufacturer's recommendation, cleaning of jobsite and a two-year warranty on work done. Three quotes were obtained. Funding Source is P587. The point of contact is Wendy Danzoy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/17/2022 10:30 AM
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:23 AM
Form Started By: Stephanie Robles		Started On: 11/16/2022 01:31 PM
Final Approval Date: 11/17/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR WORK ON
HISTORIC COURTHOUSE STAIRS

(Knight Restoration)

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 **Vince Knight d/b/a Knight Restoration (hereinafter "Service Provider")**, P.O. Box 1069 Hutto, Texas 78634 (ph. 512 845-2215). 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 described in the attached Statement of Work/Proposal, dated September 1, 2022, which is designated Exhibit "A" and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) "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 as set forth in Exhibit(s). 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 $8,000.00.**

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 (*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. As described in the attached Statement of Work/Proposal(s), dated September 1, 2022, which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

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.

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.

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:**
_____	Vince Knight
Authorized Signature	Authorized Signature
_____	Vince Knight
Printed Name	Printed Name
Date: _____ ___, 2022	Date: November 9, 2022

Exhibit(s)
Statement of Work/Proposal(s) dated September 1, 2022

KNIGHT RESTORATION

P.O. Box 1069 Hutto, Texas 78634 512 845-2215 Office

PROPOSAL

Date: Sept 1, 2022

Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Proposal No. [redacted]

Re: Georgetown Court House Georgetown, TX – Sealant at all four sets of stairs

Knight Restoration promises and agrees to furnish all labor, material, equipment, services, insurance and supervision required for a complete job generally described as follows:

DESCRIPTION OF WORK:

- Grind out mortar from vertical and horizontal mortar joints in all four sets of stairs to allow for new backer rod and sealant.
- Prep all joints to manufacturers recommendation. Install close cell backer rod and Dow Corning's silicone to prepared joints in strict accordance with manufacturers recommendation.
- Clean jobsite of all our debris.
- Knight Restoration will warranty our work for (2) two years from completion date of work.

PRICE: $8,000.00 NO TAX

Thank you for the opportunity to bid this project. If you have any further questions, please feel free to call me at (512) 845-2215.

Sincerely,
Vince Knight

Vince Knight
Owner

If you would like to proceed with this proposal, please sign below and return by email to vince@1knightrestoration.com or by mail to P.O. Box 1069 Hutto, TX 78634.

Accepted: _____ __/__/__
Signature Date

Commissioners Court - Regular Session **20.**

Meeting Date: 11/22/2022

River Ranch Park Completion (P315) Supplemental Agreement No. 9 – Design Workshop

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

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Supplemental Agreement No. 9 to Landscape Architectural Phase II Services between Williamson County and Design Workshop, Inc. for the River Ranch County Park Completion project for $5,500 and to extend substantial completion to May 21, 2023. Funding Source is P315.

Background

This change order is for continued consultations requested by the County to complete the River Ranch County Park project. Agreement is for $5,500 and to extend substantial completion to May 21, 2023. Department point of contact is -Sr. Project Manager, Angel Nunez. Funding for this project will be P315.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SA9

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/15/2022 09:00 AM
County Judge Exec Asst.	Becky Pruitt	11/15/2022 02:39 PM
Form Started By: Wendy Danzoy		Started On: 11/15/2022 08:34 AM
Final Approval Date: 11/15/2022		

SUPPLEMENTAL AGREEMENT NO. 9
TO
AGREEMENT FOR LANDSCAPE ARCHITECTURAL PHASE II SERVICES

PROJECT: **River Ranch County Park Completion** ("Project")

PLANNER/ LANDSCAPE ARCHITECT/ ARCHITECT/ ENGINEER: **Design Workshop, Inc.** ("A/E")
Claire Hempel, PLA, AICP CUD, LEED® Green Associate ™, CDT
812 San Antonio St., Suite 401
Austin, TX 78701

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS SUPPLEMENTAL AGREEMENT NO. 9 to **Agreement for Landscape Architectural Phase II Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed **Agreement for Landscape Architectural Services** being dated effective **06/27/2015** ("Phase I Agreement");

WHEREAS, County and A/E previously executed **Agreement for Landscape Architectural Phase II Services** being dated effective **08/30/2016** ("Phase II Agreement");

WHEREAS, County and A/E thereafter executed **Supplemental Agreements 1, 2, 3, 4, 5, 6, 7 and 8 to Agreement for Landscape Architectural Phase II Services** being dated effective **02/09/2017**, **06/22/2017**, **08/13/2019**, **04/23/2020**, **07/14/2020, 10/05/2021, 02/22/2022 and 07/13/2022** respectively;

WHEREAS, pursuant to **Article 4** of the Phase II Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **monitor construction of the remedies for roads, drainage systems, and building elements originally in non-compliance with Construction Documents;** which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services detailed in Attachment A – *Scope of Additional Services* (referred to herein as "Additional Services").

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Five Thousand Five Hundred Dollars ($ 5,500)** as detailed in Attachment B – *Fee Schedule*.

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

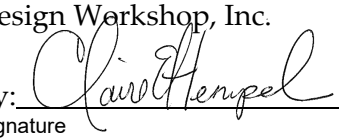
A/E hereby agrees to provide the Additional Services detailed in Attachment C – *Production Schedule*.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the 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.

IN WITNESS WHEREOF, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Design Workshop, Inc.

By: 
Signature

Claire Hempel
Printed Name

Principal
Title

Date Signed: 11/14/22

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

ATTACHMENT A

SCOPE OF ADDITIONAL SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Additional Fee provided in the Supplemental Agreement, A/E shall perform the following Additional Services, based on standard planning, landscape architectural, architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

SCOPE OF WORK:

A/E shall provide the following Additional Services associated with ongoing construction observation at River Ranch County Park (RRCP):

- One 1-hr team coordination call per month throughout the construction process (assumes 6-month duration to end in March 2023)
- One (1) substantial completion site visit and one (1) final walk-through
- General coordination and questions from the County throughout the process, to be handled via email/telephone.

County will provide all other construction observation-related tasks not specified above, including submittal reviews, site visits, and contractor communication/coordination.

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Additional Fee: | $ 5,500 | 100%

45%	**Design Workshop (Landscape)**	**$**	**2,500**
55%	**McKinney York Architects**	**$**	**3,000**
0%	**Huitt Zollars (Civil)**	**$**	**-**
0%	**Winter Engineering (Structural)**	**$**	**-**
0%	**Inland Geodetics (Surveyors)**	**$**	**-**
0%	**Hendrix Consulting Engineers (MEP)**	**$**	**-**

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Supplemental Agreement within **One Hundred Eighty (180) calendar days** from the date Supplemental Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (10) business days minimum.

Supplemental Agreement Execution Date	**11/22/22**

Phase VI - CONSTRUCTION ADMINISTRATION

Construction Substantial Completion	04/11/23
Final Walk-Through	04/21/23

Supplemental Agreement Termination Date	**05/21/23**

Commissioners Court - Regular Session **21.**

Meeting Date: 11/22/2022

Child Advocacy Center (P530) – Vaughn Change Order 4

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

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a report from Vaughn Construction, Change Order No. 4 for $24,982 for the Williamson County Children's Advocacy Center Addition (P530.) There will be no additional time added toward substantial completion. Funding Source is P530.

Background

This change order is for changes in scope requested by Children's Advocacy Center for $24,982. There is no requested additional time. Department point of contact is Angel Gomez. On June 7, 2022, the Williamson County Commissioners Court approved Williamson County Facilities Senior Project Manager, Angel Gomez, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding for this project will be P530.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAC Vaughn CO 4

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/17/2022 08:50 AM
County Judge Exec Asst.	Becky Pruitt	11/17/2022 01:26 PM
Form Started By: Wendy Danzoy		Started On: 11/17/2022 07:35 AM
Final Approval Date: 11/17/2022		

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Williamson County Children's Advocacy Center 1811 SE Inner Loop Georgetown, TX 78626	Contract For: General Construction Date: 11/23/2021	Change Order Number: 004 Date: 10/14/2022
OWNER: *(Name and address)* Williamson County, Texas 710 Main Street, Suite 101 Georgetown, TX 78626	**ARCHITECT:** *(Name and address)* BLGY Architecture 8001 Centre Park Drive, Suite 150 Austin, TX 78754	**CONTRACTOR:** *(Name and address)* J. T. Vaughn Construction 10355 Westpark Drive Houston, Texas 77042

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Change Order No. 004 includes the below listed Vaughn Change Proposals 08, 09, and 11. For Vaughn Project No. 2860-01.

- CP No. 0008 - Provide hardware revisions in accordance with ASI-015 and ASI-019	$ 13,177.00
- CP No. 0009 - Provide interview room revisions in accordance with ASI-018	$ 8,904.00
- CP No. 0011 - Provide baby-changing stations in accordance with ASI-023	$ 2,901.00

The original Contract Sum was	$	7,749,572.00
The net change by previously authorized Change Orders	$	210,711.00
The Contract Sum prior to this Change Order was	$	7,960,283.00
The Contract Sum will be increased by this Change Order in the amount of	$	24,982.00
The new Contract Sum including this Change Order will be	$	7,985,265.00

The Contract Time will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

BLGY Architecture	J. T. Vaughn Construction, LLC	Williamson County, Texas
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Brody Harris, Architect	Mike Simpson, Secretary	Jessica Angel Grace Senior PM.
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
11/3/22	October 26, 2022	10 NOV 2022
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA3D)

VAUGHN
CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

September 23, 2022

Sita Lakshminarayan
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center
Job No: 286001

Subj: Change Proposal No. 286001-0008

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $13,177 (thirteen thousand one hundred seventy-seven) dollars to provide rough-in location revisions and door hardware revisions in accordance with ASI 015 and ASI 019 dated 8/2/22 and 8/3/22, respectively, for the above referenced project.

Our price is valid for Fourteen (14) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Sub Back-up, ASI-015 & 019 Narratives

CC: Brody Harris

FORM B

PROJECT: **Children's Advocacy Center**

CHANGE PROPOSAL NO: **286001-0008**

QUOTATION :

Item	Labor	Materials	Subs	Total
IntegrityOne Solutions LLC (6):	$0.00	$0.00	$12,490.00	$12,490.00
Vaughn Construction : Fee (5.5%)	$0.00	$687.00	$0.00	$687.00
Totals	$0.00	$687.00	$12,490.00	$13,177.00

TOTAL **$13,177.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: **9/23/2022**

Accepted

By:_____

Date:_____

VAUGHN CONSTRUCTION

By: _____
Doug Boram

Proposal Valid for 14 Days

INTEGRITYONE SOLUTIONS

265 Cherokee Trl
Woodway, TX 76712

P.O. Box 23103
Waco, TX 76702
Fax: 254-655-4057

To: VAUGHN CONSTRUCTION

Date: 09/06/2022

Hardware Change for Wilco CAC

Children's Advocacy Center
Austin TX

	Qty	Description	Amount
Includes:	1	HARDWARE CHANGE - SEE ATTACHED SHEET	$12,490

TOTAL: $12,490

Excludes:

MATERIAL TAX	CARD READERS	COMPOSITE CLEAN UP CREW
TEMPORARY LIGHTING & UTILITIES	ON-SITE INSPECTOR	OVERTIME
INSTALLATION OF DOOR FRAMES	DUST CONTROL	MULTIPLE MOBILIZATIONS
ALL DEMOLITION	DUMPSTER & TRASH HAUL OFF	TEMPORARY OPENINGS
OFF-SITE EMPLOYEE PARKING	FLOOR PROTECTION	ALL BLOCKING
ON-SITE WELDING	WIRING ELECTRONIC HARDWARE	CAULKING, PAINTING, OR STAINING

Please Sign and Date

Jim Trimble — Jim Trimble — Date 09/06/22

Wilco CAC 194150 Hardware Order for ASI #19

PRODUCT	FINISH	MFG
7 – 5BB1 HW 4 ½ X 4 ½ TW8	652	IVE
3 – 5BB1 4 ½ X 4 ½ TW8	652	IVE
1 – 4040 XP CUSH	689	LCN
2 – 4040 XP RW/PA	689	LCN
1 – ELECTRIC STRIKE 6211 FSE	630	VON
2 – 8400 10X2" LDW KP 34" (3070 DOOR)	630	IVE
11 – OFFICE LOCK 9K3-7AB 14D STD S3	626	BES
2 – MEETING STILE 328AA (2PCS 1 SET)	AA	ZER
2 – JAMB GASKET 328AA (2 6070 DOORS)	AA	ZER
2- HEAD GASKET 429AA (2 6070 DOORS)	AA	ZER
2 – TRIM 990-NL-RV	US26	VON
4 – LATCH RETRACTION KIT – EL KIT – QEL – BASE PLATE CONV – 24VDC		VON
4 – SWITCH – SWITCH KIT RX	VON	
2 - E72 RIM CYLINDER	626	BES
1 – COMMUNICATING LOCK 93K 27W 14D	626	BES

8001 Centre Park Dr.
Suite 150
Austin, TX 78754
512.977.0390 t
512.977.0838 f
www.blgy.com

ARCHITECT'S SUPPLEMENTAL INSTRUCTION *(ASI)*

PROJECT: **Wilco Children's Advocacy Center – Addition** ASI NO: **15**

PROJECT NO: **22002.0**

TO: **Doug Boram** DATE: **8/2/2022**

This Architectural Supplemental Instruction is issued for the purpose of providing information or clarification to the Contract Documents. The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Indicate your acceptance of these instructions as consistent with the Contract Documents and return signed copy to the Owner and Architect.

INSTRUCTION(S): **Revised Card reader locations and associated tech and electrical changes.**

See attached revised Technology Sheets T-0.00, T-2.02 and T-6.00

See attached revised Electrical Sheet EP-2.01

Issued By: **BLGY, Inc.**

Brody Harris/ Sita Lakshminarayan

Accepted By:

CM Vaughn Construction

Date:

Copies: **Angel Gomez, Project Manager**

Wilco

8001 Centre Park Dr.
Suite 150
Austin, TX 78754
512.977.0390 t
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ARCHITECT'S SUPPLEMENTAL INSTRUCTION *(ASI)*

PROJECT: **Wilco Children's Advocacy Center – Addition** ASI NO: **19**

PROJECT NO: **22002.0**

TO: **Doug Boram** DATE: **8/3/2022**

This Architectural Supplemental Instruction is issued for the purpose of providing information or clarification to the Contract Documents. The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Indicate your acceptance of these instructions as consistent with the Contract Documents and return signed copy to the Owner and Architect.

INSTRUCTION(S): **Hardware modifications and changes due to card reader relocations and additions**

See attached revised Spec section 08 71 00 Finish Hardware

See attached revised Architectural Sheets A-9.01 for revised door schedule

Issued By: **BLGY, Inc.**

Brody Harris/ Sita Lakshminarayan

Accepted By:

CM Vaughn Construction

Date:

Copies: **Angel Gomez, Project Manager**

Wilco

VAUGHN
CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

October 05, 2022

Sita Lakshminarayan
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0009

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $8,904 (eight thousand nine hundred four) dollars to provide Interview and Observation Rooms revisions in accordance with ASI-018 issued by BLGY dated 08/05/2022 for the above referenced project.

Our price is valid for Fourteen (14) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Sub Back-up & ASI-018 Narrative

CC: Brody Harris

FORM B

PROJECT: Children's Advocacy Center

CHANGE PROPOSAL NO: 286001-0009

QUOTATION :

Item	Labor	Materials	Subs	Total
Georgetown Woodworks, L.L.C. (4):	$0.00	$0.00	$4,728.00	$4,728.00
Doyle Electric, LLC (15):	$0.00	$0.00	$3,666.00	$3,666.00
Vaughn Construction : Fee (5.5%)	$0.00	$464.00	$0.00	$464.00
Vaughn Construction : SDI - Doyle (1.25%)	$0.00	$46.00	$0.00	$46.00
Totals	$0.00	$510.00	$8,394.00	$8,904.00

TOTAL **$8,904.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 10/4/2022

Accepted

By:_____

Date:_____

VAUGHN CONSTRUCTION

By: _____
Doug Borám

Proposal Valid for 14 Days

Georgetown Woodworks, LLC

500 Wild Flower Lane
Georgetown, TX 78626
512-868-9048

PCO# 2.1R

Project: WILCO CAC

Date: 10/3/2022

Room	Scope / Description	Price
Observation Rooms	Paint grade wood jamb and casing on interview side of 8 each 4 sided openings.	$4,728.00
	ASI 012/018 Mirror "Frames"	
	TOTAL:	$4,728.00

Accepted By: _____

Company: Vaughn Construction

Date: _____

Doyle Electric, LLC
917 Sixth St
Marble Falls, Texas 78654
Phone: 512-743-5534

Request for Change Order

9/8/2022

TO:
Vaughn Construction
Doug Boram
Houston, Texas 77042

JOB:
Project: Wilco Children's Advocacy Center
1811 S.E. Inner Loop
Georgetown, TX 78626

Change Order Number: 593 - 05

CHANGE ORDER INFORMATION: ASI #18

WORK DESCRIPTION: Includes raceways and backboxes low voltage devices added in viewing rooms per ASI #18.

The total amount of this Change Order is: **$3,666.00**

Total Number of Working Days: **3**

Exclusions:

- **Overtime**
- **Tax**
- **Sheetrock Cutting, or Repair**
- **Paint**
- **Grid Repair**
- **Schedule Delays**
- **Ceiling Tile replacement**

Sincerely,

Jared Franke

Jared Franke
Doyle Electric, LLC
512-755-9106

Item#	Description	Qty	Price	Price Unit	Ext Price	Labor	Labor Unit	Ext Labor
	3/4"" EMT	100.00	2.78		278.00	0.17		17.00
	3/4" Set Screw Steel Conn	30.00	1.99		59.70	0.07		2.10
	3/4" 1-Hole Strap	12.00	0.98		11.76	0.05		0.60
	4" Square x 2-1/8" Deep Box w/brkt (1/2&3/4	36.00	276.19		99.43	0.65		23.40
	4" Square-3/0 Plaster Ring-5/8"D	22.00	70.20		15.44	0.12		2.64
					464.33			**45.74**

Change Order Summary	
Material Total	$464.33
Material Subtotal	**$464.33**
Electrician Hours	45.74
Electrican per Hour with Burden	$38.77
Overtime Electrician Hours	0.00
OT Electrican per Hour with Burden	$57.38
Superintedent Hours	10.00
Superintedent per Hour with Burden	$63.88
OT Superintedent Hours	0.00
OT Superintedent per Hour with Burden	$94.54
Labor Subtotal	***$2,412.14***
Consumables (6% of material)	*$27.86*
Project Management (5% of labor)	*$120.61*
Safety ($0.50 per labor hour)	*$22.87*
Equipment	*$285.00*
Subcontractors	*$0.00*
Direct Costs Subtotals	***$456.34***
Total Costs Subtotal	$3,332.81
Overhead/Profit (10%)	$333.28
CHANGE ORDER TOTAL	**$3,666**

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Suite 150
Austin, TX 78754
512.977.0390 t
512.977.0838 f
www.blgy.com

ARCHITECT'S SUPPLEMENTAL INSTRUCTION *(ASI)*

PROJECT: **Wilco Children's Advocacy Center – Addition** ASI NO: **18**

PROJECT NO: **22002.0**

TO: **Doug Boram** DATE: **8/5/2022**

This Architectural Supplemental Instruction is issued for the purpose of providing information or clarification to the Contract Documents. The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Indicate your acceptance of these instructions as consistent with the Contract Documents and return signed copy to the Owner and Architect.

INSTRUCTION(S): **Requesting a proposal for the addition of (2) fabric wrapped acoustical panels in each Of the (6) interview rooms. Also providing a revised layout of the technology in the interview rooms.**

See attached revised Architectural Sheets A-8.04 for typical layout and sizes

See attached revised Technology Sheets T-2.02 and T-7.02

Issued By: **BLGY, Inc.**

Brody Harris/ Sita Lakshminarayan

Accepted By:

CM Vaughn Construction

Date:

Copies: **Angel Gomez, Project Manager**

Wilco

VAUGHN
CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

October 10, 2022

Sita Lakshminarayan
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center
Job No: 286001

Subj: Change Proposal No. 286001-0011

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $2,901 (two thousand nine hundred one) dollars to provide baby changing stations in accordance with ASI-023 issued by BLGY dated 09/08/2022 for the above referenced project.

Our price is valid for Fourteen (14) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Sub Back-up & ASI 023 Narrative

CC: Brody Harris
Angel Gomez

FORM B

PROJECT: Children's Advocacy Center

CHANGE PROPOSAL NO: 286001-0011

QUOTATION :

Item	Labor	Materials	Subs	Total
DRP Group, LLC (12): dba Southern Specialty & Accessory	$0.00	$0.00	$2,750.00	$2,750.00
Vaughn Construction : Fee (5.5%)	$0.00	$151.00	$0.00	$151.00
Totals	$0.00	$151.00	$2,750.00	$2,901.00

TOTAL **$2,901.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 10/10/2022

Accepted

By: _____

Date: _____

VAUGHN CONSTRUCTION

By: _____

Doug Boram

Proposal Valid for 14 Days

Southern Specialty & Accessory, LLC
4250 Cedarbrush Drive • Dallas, Texas 75229 • 214-470-5821
MBE Certification #HMMB92903N1019 • HUB Certification #1463618387400 • DBE Certification #HMDB20659Y0920

October 3, 2022

Re: Wilco CAC Changer order #3
Georgetown, TX

Dear Joseph,

For the above-referenced project and per the plans provided by BLGY Architecture, we propose the following prices for the following items:

Material:	$ 2,120
Freight:	$ 380
OH&P (10%):	$ 250
	$2,750

Baby Stations KB300-05SS

***Total* $2,750**

Inclusions:

- One Mobilization to field measure and one to install everything
- Southern Specialty & Accessory will not install grab bars, baby changing stations or shower seats without the necessary and proper wood blocking
- Manufacturer's Standard colors on all items

Exclusions:

- Blocking of walls
- P & P Bonds
- Permits
- Tax

These prices are good for 30 days and are subject to review if there are any changes to the above referenced plans. Should you have any questions please do not hesitate to call.

Sincerely,

Jose Mora
972-821-8901

8001 Centre Park Dr.
Suite 150
Austin, TX 78754
512.977.0390 t
512.977.0838 f
www.blgy.com

ARCHITECT'S SUPPLEMENTAL INSTRUCTION *(ASI)*

PROJECT: **Wilco Children's Advocacy Center – Addition** ASI NO: **23**

PROJECT NO: **22002.0**

TO: **Doug Boram** DATE: **9/8/2022**

This Architectural Supplemental Instruction is issued for the purpose of providing information or clarification to the Contract Documents. The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Indicate your acceptance of these instructions as consistent with the Contract Documents and return signed copy to the Owner and Architect.

INSTRUCTION(S): **Assorted modifications as follows:**

Remove window in room 107.

Change baby changing station from OFCI to CFCI.

Dimensions clarifications at family advocacy area

See attached revised A2.03, A2.06, A4.01 and A8.03

Issued By: **BLGY, Inc.**

Brody Harris/ Sita Lakshminarayan

Accepted By:

CM Vaughn Construction

Date:

Copies: **Angel Gomez, Project Manager**

Wilco

Commissioners Court - Regular Session **22.**

Meeting Date: 11/22/2022

Child Advocacy Center (P530) – Vaughn Change Order 5

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

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a report from Vaughn Construction, Change Order No. 5 for $91,608 for the Williamson County Children's Advocacy Center Addition (P530.) There will be no time change toward substantial completion. Funding Source is P530.

Background

This change order is for roof and paint for the existing Children's Advocacy Center. There is no requested additional time. Department point of contact is Angel Gomez. Funding for this project will be P530.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAC Vaughn CO 5

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/17/2022 08:50 AM
County Judge Exec Asst.	Becky Pruitt	11/17/2022 01:26 PM
Form Started By: Wendy Danzoy		Started On: 11/17/2022 07:38 AM
Final Approval Date: 11/17/2022		

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)* Williamson County Children's Advocacy Center 1811 SE Inner Loop Georgetown, TX 78626	**CONTRACT INFORMATION:** Contract For: General Construction Date: 11/23/2021	**CHANGE ORDER INFORMATION:** Change Order Number: 005 Date: 10/25/2022
OWNER: *(Name and address)* Williamson County, Texas 710 Main Street, Suite 101 Georgetown, TX 78626	**ARCHITECT:** *(Name and address)* BLGY Architecture 8001 Centre Park Drive, Suite 150 Austin, TX 78754	**CONTRACTOR:** *(Name and address)* J. T. Vaughn Construction 10355 Westpark Drive Houston, Texas 77042

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Change Order No. 005 includes the below listed Vaughn Change Proposals 010 and 12. For Vaughn Project No. 2860-01.

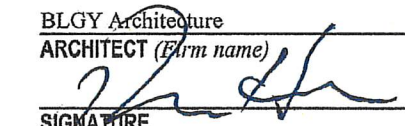
- CP No. 0010 - Reroof Existing CAC building in accordance with ASI-021	$ 73,515.00
- CP No. 0012 - Repaint Existing CAC building in accordance with ASI-022	$ 18,093.00

The original Contract Sum was	$	7,749,572.00
The net change by previously authorized Change Orders	$	235,693.00
The Contract Sum prior to this Change Order was	$	7,985,265.00
The Contract Sum will be increased by this Change Order in the amount of	$	91,608.00
The new Contract Sum including this Change Order will be	$	8,076,873.00

The Contract Time will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

BLGY Architecture **ARCHITECT** *(Firm name)*	J. T. Vaughn Construction, LLC **CONTRACTOR** *(Firm name)*	Williamson County, Texas **OWNER** *(Firm name)*
 **SIGNATURE**	 **SIGNATURE**	**SIGNATURE**
Brody Harris, Architect **PRINTED NAME AND TITLE**	Mike Simpson, Secretary **PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
11/3/22 **DATE**	October 26, 2022 **DATE**	**DATE**

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User Notes: (3B9ADA44)

VAUGHN CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

October 13, 2022

Sita Lakshminarayan
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0010

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $73,515 (seventy-three thousand five hundred fifteen) dollars to provide reroof the existing CAC building in accordance with ASI-021 issued by BLGY dated 09/01/2022 for the above referenced project.

This proposal excludes any and all repairs, additions, or demolitions to existing conditions discovered beneath the existing asphalt shingle roof and waterproofing membrane.

Additionally, it is assumed in this proposal that the scope of this work can be completed prior to the existing contract's substantial completion date, 02/20/2023. If factors such as material procurement, proposal approval time, existing conditions, etc. cause the scope to be completed after substantial completion, a separate proposal will be made to claim a time extension to the contract and associated General Conditions.

Our price is valid for Fourteen (14) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Sub Back-up & ASI-021 Narrative

CC: Brody Harris
Angel Gomez

FORM B

PROJECT: Children's Advocacy Center

CHANGE PROPOSAL NO: 286001-0010

QUOTATION :

Item	Labor	Materials	Subs	Total
Texas Traditions Group, LLC (26):	$0.00	$0.00	$69,683.00	$69,683.00
Vaughn Construction : Fee (5.5%)	$0.00	$3,832.00	$0.00	$3,832.00
Totals	$0.00	$3,832.00	$69,683.00	$73,515.00

TOTAL **$73,515.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 10/13/2022

Accepted

By:_____

Date:_____

VAUGHN CONSTRUCTION

By: _____
Doug Boram

Proposal Valid for 14 Days

TEXAS TRADITIONS —ROOFING—

508 Cedar Drive
Georgetown, TX 78628
512-415-4590

Thursday, September 15, 2022

Recommendation Provided To:
Vaughn Construction
6604 N Lamar Blvd.
Austin, TX 78752
512-663-7461
dougboram@vaughnconstruction.com

Recommendation Provided by:
Jameson Riser
559-779-1207
jameson@txtroofing.com

Job Name and Location:
Williamson County Children's Advocacy Center
1811 SE Inner Loop
Georgetown, TX 78626

Work Scope
Shingle Roof System

Investment Amount **$ 61,875**
Alternate 1: **$ 7,808** *8" Box gutters and 7" box downspouts in lieu of K-style (to match new building.)*
Price valid for 30 days.

Total: $69,683

Shingle Roof System Inclusions
Remove existing roof system down to the deck.
Metal drip edge at eaves and rakes in prefinished standard color, color tbd.
GAF Stormguard ice and water shield over roof deck.
GAF Stormguard ice and water shield at valleys.
Valley metal at all valleys.
GAF Pro Start starter shingle at eaves and rakes.
GAF Timberline HDZ Architectural style shingle, color TBD
GAF Seal-A-Ridge shingle at hips and ridge.
Roof related flashings.
Attic exhaust ventilation via ridge vents.
6" K-Style gutters in prefinished standard color, color tbd.
3"x4" downspouts in prefinished standard color, color tbd.

Standard Inclusions:
Dispose of all roof related trash in Texas Traditions Roofing supplied dumpster.
10 year labor warranty.
Delivery of materials to the job site.

Exclusions:
Sales tax.
Above deck insulation.
Decking.
Any work to soffits or fascia.
Any metal flashings specific to any other trade.
Painting.
Bond(s).

TEXAS TRADITION ROOFING

508 Cedar Drive
C[illegible]n, TX 78628
15-4590

8001 Centre Park Dr.
Suite 150
Austin, TX 78754
512.977.0390 t
512.977.0838 f
www.blgy.com

ARCHITECT'S SUPPLEMENTAL INSTRUCTION *(ASI)*

PROJECT: **Wilco Children's Advocacy Center – Addition** ASI NO: **21**

PROJECT NO: **22002.0**

TO: **Doug Boram** DATE: **9/1/2022**

This Architectural Supplemental Instruction is issued for the purpose of providing information or clarification to the Contract Documents. The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Indicate your acceptance of these instructions as consistent with the Contract Documents and return signed copy to the Owner and Architect.

INSTRUCTION(S): **Provide a price to reroof the existing building.**

Shingles are to be as specified and approved for the addition project.

Provide under layment, ice and water shield at ridged and valleys and flashing as needed for a complete

Roof system as discussed.

Issued By: **BLGY, Inc.**

Brody Harris/ Sita Lakshminarayan

Accepted By:

CM Vaughn Construction

Date:

Copies: **Angel Gomez, Project Manager**

Wilco

VAUGHN
CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

October 25, 2022

Sita Lakshminarayan
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center
Job No: 286001

Subj: Change Proposal No. 286001-0012

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $18,093 (eighteen thousand ninety-three) dollars to provide repaint the exterior of the existing CAC building in accordance with ASI-022 issued by BLGY dated 09/16/2022 for the above referenced project.

This proposal excludes any and all repairs, additions, or demolitions to existing conditions discovered in or on the exterior of the building including but not limited to caulking, sealants, windows, siding, trim, sheet metal flashing, waterproofing, soffits, and woods of any kind.

Additionally, it is assumed in this proposal that the scope of this work can be completed prior to the existing contract's substantial completion date, 02/20/2023. If factors such as material procurement, proposal approval time, existing conditions, etc. cause the scope to be completed after substantial completion, a separate proposal will be made to claim a time extension to the contract and associated General Conditions.

Our price is valid for Fourteen (14) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Sub Back-up & ASI 022 Narrative

CC: Brody Harris
Angel Gomez

FORM B

PROJECT: Children's Advocacy Center

CHANGE PROPOSAL NO: 286001-0012

QUOTATION :

Item	Labor	Materials	Subs	Total
	$0.00	$0.00	$17,150.00	$17,150.00
Fee (5.5%)	$0.00	$943.00	$0.00	$943.00
Totals	$0.00	$943.00	$17,150.00	$18,093.00

TOTAL **$18,093.00**

TIME EXTENSION TO CONTRACT: 7 Days

Submitted Date: 10/25/2022

Accepted

By:_____

Date:_____

VAUGHN CONSTRUCTION

By:_____

Doug Boram

Proposal Valid for 14 Days

Central Texas Finishers
8534 Apache Bend
Converse, TX 78109 US
(210) 429-4445
ag@centraltexasfinishers.com
ctfinishers.com

Estimate 2451

ADDRESS
Vaughn Construction
Vaughn Construction
6604 N. Lamar Blvd
Austin, TX 78752 USA

SHIP TO
Vaughn Construction
Vaughn Construction
6604 N. Lamar Blvd
Austin, TX 78752 USA

DATE	TOTAL
09/23/2022	**$17,150.38**

PROJECT
WILCO CHILDRENS ADVOCACY CENTER

ACTIVITY	QTY	RATE	AMOUNT
Sales PAINT EXTERIOR OF PRE EXISTING BUILDING ON SITE. POWER WASH AND PREP. PAINT WALLS ONE COLOR AND TRIM ANOTHER COLOR. SHWERWIN WILLIAMAS A100 EXTERIOR LATEX TOPCOAT .	1	0.00	0.00
Sales LABOR PAINTER MAN HOURS	320	30.00	9,600.00
Sales SUPERVISION MAN HOUR	40	35.00	1,400.00
Sales ELEVATION EQUIPMENT	1	1,250.00	1,250.00
Sales SW A100 PAINT	45	74.25	3,341.25
			Subtotal: 15,591.25
Sales OH & P	15,591.25	0.10	1,559.13

SUBTOTAL	17,150.38
TAX	0.00
TOTAL	$17,150.38

THANK YOU.

8001 Centre Park Dr.
Suite 150
Austin, TX 78754
512.977.0390 t
512.977.0838 f
www.blgy.com

ARCHITECT'S SUPPLEMENTAL INSTRUCTION *(ASI)*

PROJECT: **Wilco Children's Advocacy Center – Addition** ASI NO: **22**

PROJECT NO: **22002.0**

TO: **Doug Boram** DATE: **9/16/2022**

This Architectural Supplemental Instruction is issued for the purpose of providing information or clarification to the Contract Documents. The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Indicate your acceptance of these instructions as consistent with the Contract Documents and return signed copy to the Owner and Architect.

INSTRUCTION(S): **Provide pricing for painting of the existing building.**

See attached Rendering sheets.

Issued By: **BLGY, Inc.**

Brody Harris/ Sita Lakshminarayan

Accepted By:

CM Vaughn Construction

Date:

Copies: **Angel Gomez, Project Manager**

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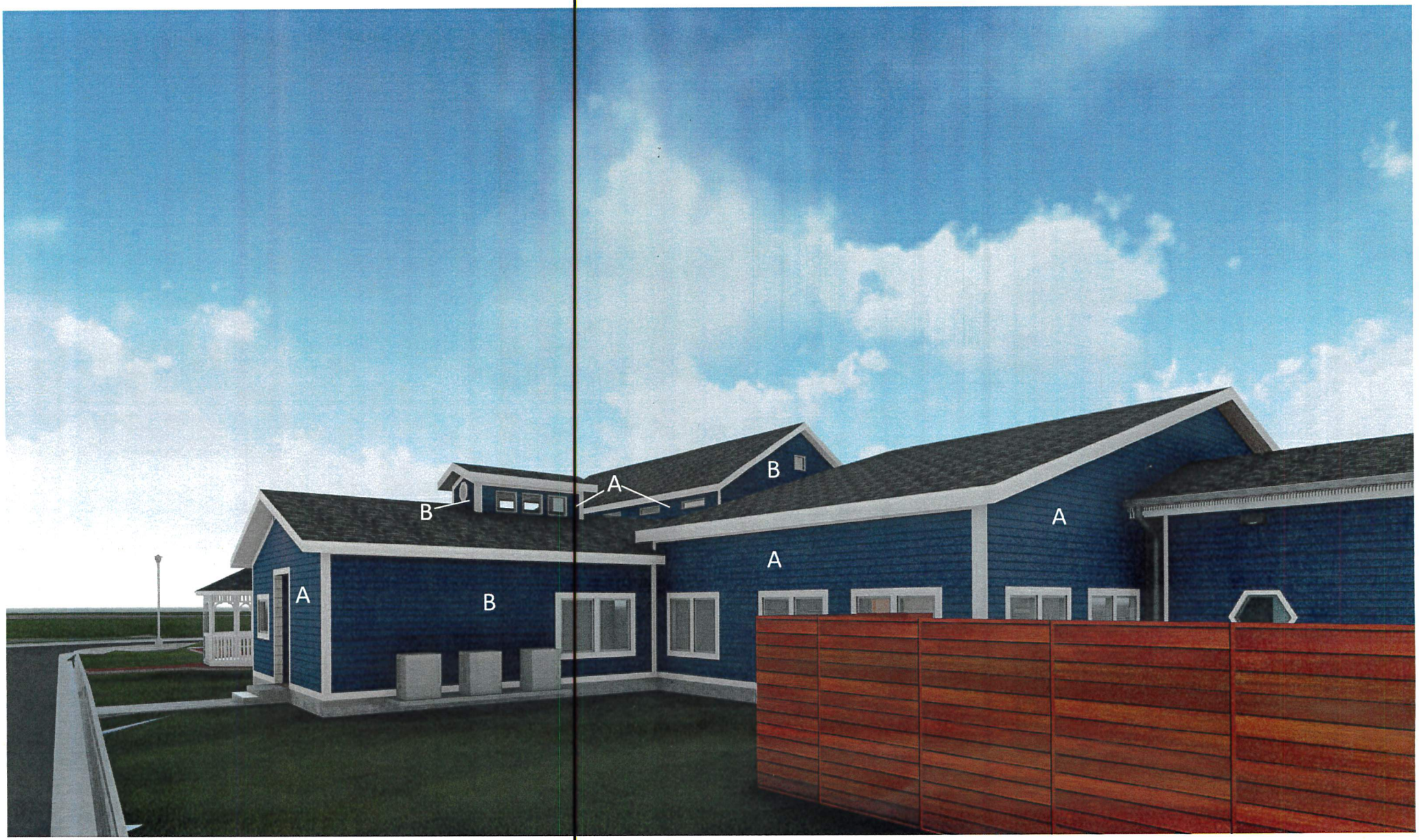
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Commissioners Court - Regular Session **23.**

Meeting Date: 11/22/2022

Child Advocacy Center (P530) – Vaughn Change Order 6

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

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a report from Vaughn Construction, Change Order No. 6 for the Williamson County Children's Advocacy Center Addition (P530) This is a no-cost change order with no time change toward substantial completion. Funding Source is P530.

Background

This change order is for changes in scope requested by Children's Advocacy Center. It is a no-cost change order with no requested additional time toward substantial completion. Department point of contact is Angel Gomez. On June 7, 2022, the Williamson County Commissioners Court approved Williamson County Facilities Senior Project Manager, Angel Gomez, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding for this project will be P530.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAC Vaughn CO 6

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:42 AM
Form Started By: Wendy Danzoy		Started On: 11/17/2022 07:40 AM
Final Approval Date: 11/17/2022		

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Williamson County
Children's Advocacy Center
1811 SE Inner Loop
Georgetown, TX 78626

CONTRACT INFORMATION:
Contract For: General Construction

Date: 11/23/2021

CHANGE ORDER INFORMATION:
Change Order Number: 006

Date: 10/26/2022

OWNER: *(Name and address)*
Williamson County, Texas
710 Main Street, Suite 101
Georgetown, TX 78626

ARCHITECT: *(Name and address)*
BLGY Architecture
8001 Centre Park Drive, Suite 150
Austin, TX 78754

CONTRACTOR: *(Name and address)*
J. T. Vaughn Construction
10355 Westpark Drive
Houston, Texas 77042

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Change Order No. 006 includes the below listed Vaughn WRPs 22 - 40. For Vaughn Project No. 2860-01.

- WRP No. 22 - PVC for Downspout Drain
- WRP No. 23 - RFI 035 Revisions
- WRP No. 24 - Graphic Ceiling Tile in Exam Rooms
- WRP No. 25 - Roof Blocking Buyout
- WRP No. 26 - RFI 046 Revisions
- WRP No. 27 - RFI 043 Revisions
- WRP No. 28 - Additional Exterior Wall Furr Out
- WRP No. 29 - AV Backbox Buyout
- WRP No. 30 - RFI 026, 028, and 029 Revisions
- WRP No. 31 - RFI 044 Revisions
- WRP No. 32 - RFI 048 Revisions
- WRP No. 33 - Sheet Metal Flashing Buyout
- WRP No. 34 - Casework Revisions
- WRP No. 35 - Motorized Shade Buyout
- WRP No. 36 - RFI 056 Revisions
- WRP No. 37 - RFI 075 Revisions
- WRP No. 38 - Modify Family Play Storefront
- WRP No. 39 - RFI 047 Revisions
- WRP No. 40 - RFI 062 Revisions

The original Contract Sum was	$	7,749,572.00
The net change by previously authorized Change Orders	$	327,301.00
The Contract Sum prior to this Change Order was	$	8,076,873.00
The Contract Sum will be increased by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	8,076,873.00

The Contract Time will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

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User Notes: (3B9ADA47)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

BLGY Architecture	J. T. Vaughn Construction, LLC	Williamson County, Texas
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Brody Harris, Architect	Mike Simpson, Secretary	Jesus Angel Gomez Sr. PM
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
11/3/22	October 26, 2022	10 November 2022
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA47)

Commissioners Court - Regular Session **24.**

Meeting Date: 11/22/2022

Approval of Price Increase for Contract #T3353 Cast In Place Concrete with RHB Construction for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the price increase of Contract #T3353 Cast In Place Concrete with RHB Construction, covering the term beginning November 22, 2022 with the same terms and conditions except fee increases of 20% detailed in the attached spreadsheet.

Background

Due to the increase in fuel pricing, labor and manufacturing of materials, RHB Construction respectfully requests a price increase in the amount of 20% per line item. Funding Source is 01.0200.0210.003599. Point of Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Price Increase Form and Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/17/2022 08:52 AM
County Judge Exec Asst.	Becky Pruitt	11/17/2022 10:51 AM
Form Started By: Kim Chappius		Started On: 11/14/2022 08:50 AM
Final Approval Date: 11/17/2022		

WILLIAMSON COUNTY

Price Increase Request

Purchase/Contract Type:	IFB	**Department:**	Road and Bridge
Vendor Name:	RHB CONSTRUCTION		
Purpose/Intended Use of Product or Service (summary):			
CAST IN PLACE CONCRETE PROPOSED PRICE INCREASE			
P.O./Contract Number:	T3353	**Effective Date:**	**11/22/22**
Purchaser/Contract Specialist:	Kim Chappius	**Expiration Date:**	
Requested By:	Kelly Murphy		
Detailed description of change in goods and/or service(s):			

- **WILLIAMSON COUNTY and RHB CONSTRUCTION wishes to propose a price increase (as detailed in the attached spreadsheet) due to the rising cost of gasoline and diesel prices affecting the delivery of product, the operating inputs that are required to manufacture and deliver construction materials and the cost of competitive labor. (Letter of Increase attached)**
- **Signature of the Vendor shows their agreement to the price increase with existing terms and condition remaining the same.**

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor RHB Construction

Name Tracey Hummel

Title President

Signature

Date 11-10-22

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

Bill Gravell, Jr

Williamson County Judge

Signature

Date

RHB Construction

402 West Palm Valley Blvd. #325
Round Rock, Texas
rhbco@yahoo.com

To Whom it May Concern,

RHB request for a price increase on it's current contract Cast in Place Concrete T 3353 that was awarded 04/20/21 is due to the current drastic increase in the commodities we use to fulfil is contract. Some examples of these increases are Concrete that was approximately 105.00 per C.Y. is currently at 150.00 per C.Y. which we now also incur a Service Charge 12.00 per order, Minimum Load Fee 400.00, Out of Area Fee 150.00 and Fuel Surcharge as high as 90.00 per load.(74 75 76) Rebar that was below 5.00 is currently close to 10.00 per rod (77 81 82) Lumber 2x4x16 were less than 10.00 have surpassed 20.00 per board and 4x8 CDX plywood has gone from 40.00 to 65.00 per sheet (78 79 80 83 84) Diesel fuel has almost doubled from 2.60 to 5.09 per gallon and maintaining equipment and vehicles has drastically changed in the availability of parts, motor and gear oil, and service time not to mention the increased cost.

Thank you again for your time in this matter. We look forward to working with Williamson County again and in the future.

Best Regards,
Ron Hummel
RHB

Download Series History | Definitions, Sources & Notes

Show Data By: Product / Area

	Select Data	10/03/22	10/10/22	10/17/22	10/24/22	10/31/22	11/07/22	View History
Gasoline - All Grades		3.909	4.034	3.990	3.887	3.857	3.909	1993-2022
All Grades - Conventional Areas		3.676	3.805	3.774	3.693	3.652	3.708	1994-2022
All Grades - Reformulated Areas		4.367	4.486	4.415	4.271	4.263	4.312	1994-2022
Regular		3.782	3.912	3.871	3.769	3.742	3.799	1990-2022
Conventional Areas		3.592	3.723	3.692	3.609	3.570	3.628	1990-2022
Reformulated Areas		4.188	4.318	4.255	4.113	4.112	4.162	1994-2022
Midgrade		4.371	4.470	4.425	4.314	4.282	4.296	1994-2022
Conventional Areas		3.996	4.114	4.096	4.021	3.966	4.003	1994-2022
Reformulated Areas		4.932	5.002	4.917	4.752	4.707	4.735	1994-2022
Premium		4.718	4.811	4.751	4.639	4.600	4.641	1994-2022
Conventional Areas		4.371	4.477	4.450	4.374	4.327	4.368	1994-2022
Reformulated Areas		5.130	5.208	5.108	4.953	4.930	4.968	1994-2022
Diesel (On-Highway) - All Types		4.836	5.224	5.339	5.341	5.317	5.333	1994-2022
Ultra Low Sulfur (15 ppm and Under)		4.836	5.224	5.339	5.341	5.317	5.333	2007-2022
Low Sulfur (Above 15 ppm to 500 ppm)								2007-2006

Click on the source key icon to learn how to download series into Excel, or to embed a chart or map on your website.

T3353 Cast-In-Place Concrete

Item	Description	Unit	Unit Pricing Delivered (original)	Unit Pricing Labor Only	Unit Pricing Delivered (Proposed Price Increase)	Unit Pricing Labor Only (no changes)	% Price Increase
1	REMOVING CONC (CURB)	LF	$15.00	N/A	$18.00		20%
2	REMOVING CONC (CURB AND GUTTER)	LF	$30.00	N/A	$36.00		20%
3	REMOVING CONC (SIDEWALK OR RAMP)	SY	$30.00	N/A	$36.00		20%
4	RETAINING WALL (SPREAD FOOTING)	SF	$40.00	$25.00	$48.00		20%
5	RIPRAP (CONC)(5 IN)	CY	$630.00	$410.00	$756.00		20%
6	INLET (COMPL)(DROP)(TY I)	EA	$500.00	$50.00	$600.00		20%
7	INLET (COMPL)(DROP)(TY II)	EA	$500.00	$50.00	$600.00		20%
8	WINGWALL (SW-0)	SF	$69.00	$20.00	$82.80		20%
9	WINGWALL (FW-0)	SF	$69.00	$20.00	$82.80		20%
10	WINGWALL (FW-S)	SF	$69.00	$20.00	$82.80		20%
11	WINGWALL (PW)	SF	$69.00	$20.00	$82.80		20%
12	HEADWALL (CH-PW-0)(DIA= 15 IN)	EA	$800.00	$10.00	$960.00		20%
13	HEADWALL (CH-PW-0)(DIA= 18 IN)	EA	$6,800.00	$10.00	$8,160.00		20%
14	HEADWALL (CH-PW-0)(DIA= 24 IN)	EA	$7,000.00	$10.00	$8,400.00		20%
15	HEADWALL (CH-PW-0)(DIA= 30 IN)	EA	$7,000.00	$10.00	$8,400.00		20%
16	HEADWALL (CH-PW-0)(DIA= 36 IN)	EA	$7,000.00	$10.00	$8,400.00		20%
17	HEADWALL (CH-PW-0)(DIA= 42 IN)	EA	$7,000.00	$10.00	$8,400.00		20%
18	HEADWALL (CH-PW-0)(DIA= 48 IN)	EA	$7,000.00	$10.00	$8,400.00		20%
19	HEADWALL (CH-PW-0)(DIA= 54 IN)	EA	$4,500.00	$10.00	$5,400.00		20%
20	HEADWALL (CH-PW-0)(DIA= 60 IN)	EA	$4,500.00	$10.00	$5,400.00		20%
21	HEADWALL (CH-FW-0)(DIA= 15 IN)	EA	$800.00	$10.00	$960.00		20%
22	HEADWALL (CH-FW-0)(DIA= 18 IN)	EA	$800.00	$10.00	$960.00		20%
23	HEADWALL (CH-FW-0)(DIA= 24 IN)	EA	$5,800.00	$10.00	$6,960.00		20%
24	HEADWALL (CH-FW-0)(DIA= 30 IN)	EA	$6,000.00	$10.00	$7,200.00		20%
25	HEADWALL (CH-FW-0)(DIA= 36 IN)	EA	$6,000.00	$10.00	$7,200.00		20%
26	HEADWALL (CH-FW-0)(DIA= 42 IN)	EA	$6,000.00	$10.00	$7,200.00		20%

27	HEADWALL (CH-FW-0)(DIA= 48 IN)	EA	$6,000.00	$10.00	$7,200.00		20%
28	HEADWALL (CH-FW-0)(DIA= 54 IN)	EA	$3,000.00	$10.00	$3,600.00		20%
29	HEADWALL (CH-FW-0)(DIA= 60 IN)	EA	$3,000.00	$10.00	$3,600.00		20%
30	HEADWALL (CH-FW-30)(DIA= 15 IN)	EA	$700.00	$10.00	$840.00		20%
31	HEADWALL (CH-FW-30)(DIA= 18 IN)	EA	$700.00	$10.00	$840.00		20%
32	HEADWALL (CH-FW-30)(DIA= 24 IN)	EA	$900.00	$10.00	$1,080.00		20%
33	HEADWALL (CH-FW-30)(DIA= 30 IN)	EA	$900.00	$10.00	$1,080.00		20%
34	HEADWALL (CH-FW-30)(DIA= 36 IN)	EA	$1,050.00	$10.00	$1,260.00		20%
35	HEADWALL (CH-FW-30)(DIA= 42 IN)	EA	$1,100.00	$10.00	$1,320.00		20%
36	HEADWALL (CH-FW-30)(DIA= 48 IN)	EA	$1,100.00	$10.00	$1,320.00		20%
37	HEADWALL (CH-FW-30)(DIA= 54 IN)	EA	$1,100.00	$10.00	$1,320.00		20%
38	HEADWALL (CH-FW-30)(DIA= 60 IN)	EA	$1,150.00	$10.00	$1,380.00		20%
39	SET (TY II)(15 IN)(CMP)(3:1)(C)	EA	$400.00	$10.00	$480.00		20%
40	SET (TY II)(18 IN)(CMP)(3:1)(C)	EA	$550.00	$10.00	$660.00		20%
41	SET (TY II)(24 IN)(CMP)(3:1)(C)	EA	$1,650.00	$10.00	$1,980.00		20%
42	SET (TY II)(30 IN)(CMP)(3:1)(C)	EA	$1,650.00	$10.00	$1,980.00		20%
43	SET (TY II)(36 IN)(CMP)(3:1)(C)	EA	$1,650.00	$10.00	$1,980.00		20%
44	SET (TY II)(42 IN)(CMP)(3:1)(C)	EA	$1,650.00	$10.00	$1,980.00		20%
45	SET (TY II)(48 IN)(CMP)(3:1)(C)	EA	$500.00	$10.00	$600.00		20%
46	SET (TY II)(54 IN)(CMP)(3:1)(C)	EA	$500.00	$10.00	$600.00		20%
47	SET (TY II)(60 IN)(CMP)(3:1)(C)	EA	$500.00	$10.00	$600.00		20%
48	SET (TY II)(15 IN)(CMP)(4:1)(C)	EA	$500.00	$15.00	$600.00		20%
49	SET (TY II)(18 IN)(CMP)(4:1)(C)	EA	$2,000.00	$75.00	$2,400.00		20%
50	SET (TY II)(24 IN)(CMP)(4:1)(C)	EA	$2,100.00	$75.00	$2,520.00		20%
51	SET (TY II)(30 IN)(CMP)(4:1)(C)	EA	$2,200.00	$75.00	$2,640.00		20%
52	SET (TY II)(36 IN)(CMP)(4:1)(C)	EA	$2,200.00	$75.00	$2,640.00		20%
53	SET (TY II)(42 IN)(CMP)(4:1)(C)	EA	$2,000.00	$55.00	$2,400.00		20%
54	SET (TY II)(48 IN)(CMP)(4:1)(C)	EA	$2,000.00	$15.00	$2,400.00		20%
55	SET (TY II)(54 IN)(CMP)(4:1)(C)	EA	$500.00	$15.00	$600.00		20%
56	SET (TY II)(60 IN)(CMP)(4:1)(C)	EA	$500.00	$15.00	$600.00		20%
57	SET (TY II)(15 IN)(CMP)(4:1)(P)	EA	$2,450.00	$75.00	$2,940.00		20%
58	SET (TY II)(18 IN)(CMP)(4:1)(P)	EA	$2,500.00	$75.00	$3,000.00		20%
59	SET (TY II)(24 IN)(CMP)(4:1)(P)	EA	$2,500.00	$75.00	$3,000.00		20%
60	SET (TY II)(30 IN)(CMP)(4:1)(P)	EA	$2,500.00	$75.00	$3,000.00		20%

61	SET (TY II)(36 IN)(CMP)(4:1)(P)	EA	$2,050.00	$75.00	$2,460.00		20%
62	SET (TY II)(42 IN)(CMP)(4:1)(P)	EA	$2,050.00	$55.00	$2,460.00		20%
63	SET (TY II)(48 IN)(CMP)(4:1)(P)	EA	$2,050.00	$55.00	$2,460.00		20%
64	SET (TY II)(15 IN)(CMP)(6:1)(P)	EA	$500.00	$15.00	$600.00		20%
65	SET (TY II)(18 IN)(CMP)(6:1)(P)	EA	$1,150.00	$15.00	$1,380.00		20%
66	SET (TY II)(24 IN)(CMP)(6:1)(P)	EA	$1,150.00	$15.00	$1,380.00		20%
67	SET (TY II)(30 IN)(CMP)(6:1)(P)	EA	$1,150.00	$15.00	$1,380.00		20%
68	SET (TY II)(36 IN)(CMP)(6:1)(P)	EA	$650.00	$15.00	$780.00		20%
69	SET (TY II)(42 IN)(CMP)(6:1)(P)	EA	$650.00	$15.00	$780.00		20%
70	SET (TY II)(48 IN)(CMP)(6:1)(P)	EA	$650.00	$15.00	$780.00		20%
71	REMOV STR (INLET)	EA	$250.00	N/A	$300.00		20%
72	REMOV STR (SMALL)	EA	$250.00	N/A	$300.00		20%
73	REMOV STR (LARGE)	EA	$300.00	N/A	$360.00		20%
74	MOBILIZATION	LS	$1,000.00	N/A	$1,200.00		20%
75	CONC CURB (TY I)	LF	$12.00	$10.00	$14.40		20%
76	CONC CURB (TY II)	LF	$12.00	$10.00	$14.40		20%
77	CONC CURB & GUTTER (TY I)	LF	$20.00	$15.00	$24.00		20%
78	CONC CURB & GUTTER (TY II)	LF	$25.00	$20.00	$30.00		20%
79	CONC SIDEWALKS (5")	SY	$35.00	$18.00	$42.00		20%
	TOTAL		**$146,675.00**		**$176,010.00**		**20%**

**** Notes: Price increase falls with 25% allowed per bid contract.**

Commissioners Court - Regular Session **25.**

Meeting Date: 11/22/2022

Preliminary plat for the Lariat Amenity Center subdivision – Pct 2

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Lariat Amenity Center subdivision – Precinct 2.

Background

This proposed subdivision is within the Lariat development (aka Northgate Ranch) located off of CR 214. It consists of 1 amenity center lot and no new road on 3.64 acres.

Timeline

2022-09-12 – initial submittal of the preliminary plat
2022-10-12 – 1st review complete with comments
2022-11-01 – 2nd submittal of preliminary plat
2022-11-16 – 2nd review complete with comments cleared
2022-11-17 – preliminary plat placed on the November 22, 2022 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Lariat Amenity Center

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:49 AM
Form Started By: Adam Boatright		Started On: 11/17/2022 08:34 AM
Final Approval Date: 11/17/2022		

LARIAT AMENITY CENTER
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

Sheet List Table	
Sheet Number	Sheet Title
1	OVERALL PROPERTY BOUNDARY
2	PRELIMINARY PLAT
3	PROPOSED HYDROLOGY
4	EXISTING UTILITIES

OWNERS:
GRANT ROLLO
RIVER OAKS LAND PARTNERS II, LLC.
14001 WEST STATE HWY 29, SUITE 203 LIBERTY HILL, TX
78642
EMAIL: GROLLO@RANDOLPHTEXAS.COM
PHONE: 512-657-2922

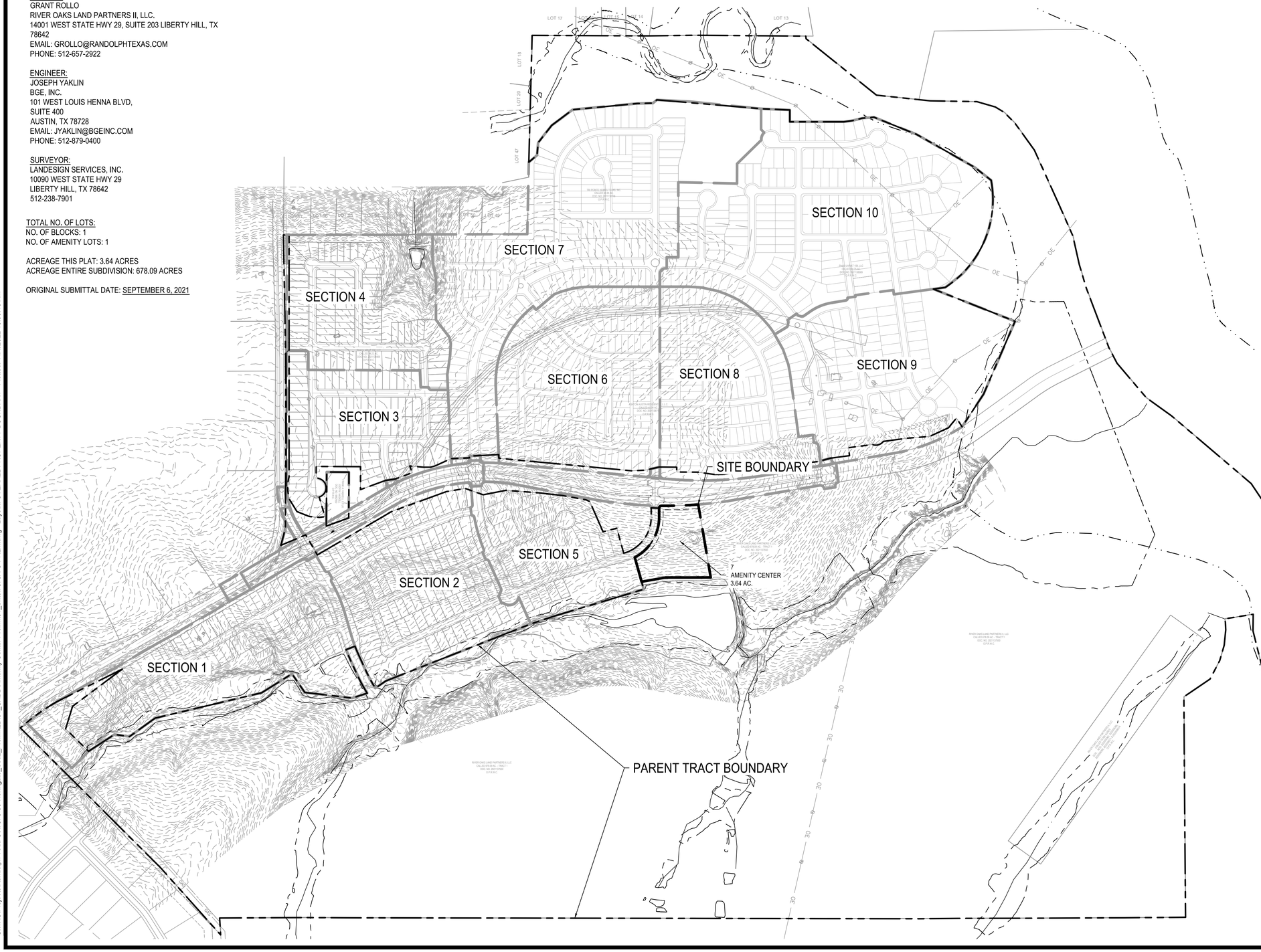
ENGINEER:
JOSEPH YAKLIN
BGE, INC.
101 WEST LOUIS HENNA BLVD,
SUITE 400
AUSTIN, TX 78728
EMAIL: JYAKLIN@BGEINC.COM
PHONE: 512-879-0400

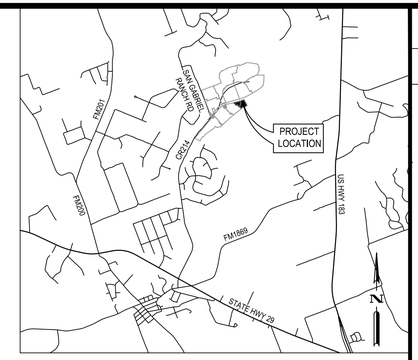
SURVEYOR:
LANDESIGN SERVICES, INC.
10090 WEST STATE HWY 29
LIBERTY HILL, TX 78642
512-238-7901

TOTAL NO. OF LOTS:
NO. OF BLOCKS: 1
NO. OF AMENITY LOTS: 1

ACREAGE THIS PLAT: 3.64 ACRES
ACREAGE ENTIRE SUBDIVISION: 678.09 ACRES

ORIGINAL SUBMITTAL DATE: SEPTEMBER 6, 2021





LOCATION MAP
SCALE: 1" = 5000'

N

0 125 250 500
SCALE: 1" = 250'

PROPOSED SECTION BOUNDARY
EXISTING SECTION BOUNDARY
PARENT TRACT BOUNDARY
100-YR FLOODPLAIN PER FEMA PANEL 48491C0235F DATED DECEMBER 20, 2019
100-YR FLOODPLAIN PER STUDY BY BGE, INC., AUGUST, 2022

NOTES:
1. AMENITY CENTER WILL BE OWNED BY THE HOA, AND CONTAIN NO PUBLIC ROADWAYS.
2. DUE TO THE PROXIMITY OF THE SITE TO THE NORTH FORK SAN GABRIEL DETENTION EXEMPT STREAM REACH, DETENTION IS NOT REQUIRED. ANY PONDS OR OTHER DRAINAGE STRUCTURES ARE SOLELY FOR WATER QUALITY TREATMENT PURPOSES.
3. PER THE APPROVED DEVELOPMENT AGREEMENT, THE SOUTHERN TWO LANES OF CR 214 SHALL BE CONSTRUCTED AND PASS COUNTY INSPECTION PRIOR TO RECORDATION OF FINAL PLAT.
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7. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT C.R. 214, THE ADJACENT COUNTY ROAD.
8. WATER SERVICE IS PROVIDED BY: GEORGETOWN UTILITY SYSTEMS
9. WASTEWATER SERVICE IS PROVIDED BY: ON-SITE SEWAGE FACILITY
10. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
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12. THE ABANDONMENT AND DEDICATION OF C.R. 214 RIGHT OF WAY SHALL BE DONE IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT.

	APR	DATE	DESCRIPTION	REV

DESIGNED BY: TDM
REVIEWED BY: JAY
DRAWN BY: TDM

BGE, INC.
101 W Louis Henna Blvd, Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

LARIAT AMENITY CENTER
WILLIAMSON COUNTY, TEXAS

OVERALL PROPERTY BOUNDARY

10/31/2022

STATE OF TEXAS
JOSEPH A. YAKLIN
107869
LICENSED ENGINEER

SHEET
1 OF 4

G:\TXC\Projects\Randolph Todd Co\7576-00-Northgate_Sec2_Prelim\LD\01_CADD\Amenity Center Prelim\01_Shts\7576A-C-PRLM.dwg Layout: OVERALL PROPERTY BOUNDARY Plotted: 11/1/2022 10:00:19 AM

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0 125 250 500

SCALE: 1" = 250'

- PROPOSED SECTION BOUNDARY
- EXISTING SECTION BOUNDARY
- MAJOR ELEV. CONTOUR
- MINOR ELEV. CONTOUR
- PUBLIC UTILITY EASEMENT
- BUILDING SETBACK LINE
- 100-YR FLOODPLAIN PER STUDY BY BGE, INC., MARCH 9, 2017

NOTES:

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REVIEWED BY: JAY
DRAWN BY: TDM

BGE, INC.
101 W Louis Henna Blvd, Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

LARIAT AMENITY CENTER
WILLIAMSON COUNTY, TEXAS

PRELIMINARY PLAT

10/31/2022

STATE OF TEXAS
JOSEPH A. YAKLIN
107869
LICENSED PROFESSIONAL ENGINEER

SHEET
2 OF 4

G:\TX\C\Projects\Randolph Todt Co\7576-00-Northgate_Sec2_Prelim\LD\01_CADD\Amenity Center Prelim\01_Shts\7576A-C-PRLM.dwg Layout: PRELIMINARY PLAT Plotted: 11/1/2022 10:00:23 AM

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0 125 250 500

SCALE: 1" = 250'

DRAINAGE AREA BOUNDARY
MAJOR ELEV. CONTOUR
MINOR ELEV. CONTOUR
100-YR FLOODPLAIN PER STUDY BY BGE, INC., AUGUST, 2022
FLOW DIRECTION

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DRAWN BY: TDM

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TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

LARIAT AMENITY CENTER
WILLIAMSON COUNTY, TEXAS

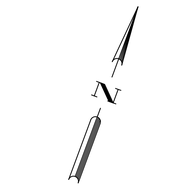
PROPOSED HYDROLOGY

10/31/2022

STATE OF TEXAS
JOSEPH A. YAKLIN
197869
LICENSED PROFESSIONAL ENGINEER

SHEET
3 OF 4

G:\TXC\Projects\Randolph Todd Co\7576-00-Northgate_Sec2_Prelim\LD\01_CADD\Amenity Center Prelim\01_Shts\7576A-C-HYDR.dwg Layout: PROPOSED HYDROLOGY Plotted: 11/1/2022 10:00:51 AM



- PROPOSED SECTION BOUNDARY
- EXISTING SECTION BOUNDARY
- MAJOR ELEV. CONTOUR
- MINOR ELEV. CONTOUR
- EXISTING STORM LINE
- EXISTING WASTEWATER LINE
- EXISTING WATERLINE
- BUILDING SETBACK LINE
- PUBLIC UTILITY EASEMENT

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						APR
						DATE
						DESCRIPTION
						REV
DESIGNED BY:	TDM					
REVIEWED BY:	JAY					
DRAWN BY:	TDM					

BGE
BGE, INC.
101 W. Louis Henna Blvd., Suite 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

LARIAT AMENITY CENTER
WILLIAMSON COUNTY, TEXAS

EXISTING UTILITIES

10/31/2022

STATE OF TEXAS
JOSEPH A. YAKLIN
107869
LICENSED PROFESSIONAL ENGINEER

SHEET
4 OF 4

G:\TXC\Projects\Randolph Todd Co\7576-00-Northgate_Sec2_Prelim\LD\01_CADD\Amenity Center Prelim\01_Shts\7576A-C-PRLM.dwg Layout: EXISTING UTILITIES Plotted: 11/1/2022 10:00:56 AM

Commissioners Court - Regular Session **26.**

Meeting Date: 11/22/2022

Canvass of election returns for general election held on November 8, 2022

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

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to conduct local canvass of election returns for the General Election held on November 8, 2022 and to approve all documents related to the canvass of election returns.

Background

The canvass may not be conducted until the Early Voting Ballot Board has verified and counted all provisional ballots and counted all timely received ballots cast by mail. The post-election Early Voting Ballot Board will have their final meeting on Friday, November 18, 2022 at 11:00am. After the board completes work, the canvass reports, including the Precinct by Precinct Report and the Summary Report, will be electronically submitted to the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2022 09:02 AM
Form Started By: Jenifer Favreau		Started On: 11/07/2022 03:28 PM
Final Approval Date: 11/16/2022		

Commissioners Court - Regular Session **27.**

Meeting Date: 11/22/2022

Subaward Grant Funds for Juvenile Services

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting subaward grant money from the University of Texas - Austin for Juvenile Services.

Background

On 08/30/2022, Juvenile Services Asst Executive Director Matt Smith presented information regarding the Step-Up Texas program to Commissioners Court. He presented and requested approval of the following information:

In 2021, Williamson County Juvenile Services began partnering with STEP UP Texas as a sub-grantee along with Bluebonnet Trails Community Services under a federal grant that UT Austin received from the Department of Justice (Office of Juvenile Justice Delinquency Prevention).

We are in year 2 of 3 of this grant cycle and have made great progress collectively in training and supporting key critical contact points that can lead to juvenile justice involvement -- specifically we have been training Williamson County schools, community agencies, law enforcement, juvenile justice, and court/legal staff in trauma-informed care and restorative practices.

Additionally, we have formed a local task-force of school, juvenile justice, law enforcement, and community leaders who have begun analyzing 10 years of WCJS data (2010-2020) with the goal of implementing policy changes and community interventions that will reduce referrals to WCJS as well as reduce disproportionate minority contact with WCJS.

We have made great strides but have much more work ahead. Fortunately, UT Austin just received a 2nd set of funding to continue the project beginning in August 2022 through June 2025.

With the second round of funding the department is requesting:
1) approve a new full-time (FTE) WCJS position -- Training and Technical Assistance Professional (TTAP) -- that will be fully grant-funded through a sub-award from the University of Texas at Austin; and
2) requesting that Williamson County continue to approve receiving salary reimbursement funds as a percentage of salary for Asst. Executive Director Matt Smith and Data and Records Manager Michael Decker from the University of Texas at Austin through this 2 nd grant. Under the initial set of grant funding of the current grant (FY 2019 grant), the county will receive salary reimbursement for these two positions in the amount of **$191,932.**

Since January 2021, Williamson County has been receiving 10% salary reimbursement for the position of Asst. Chief Matt Smith for his work on the project. With this 2 nd set of funding, Williamson County will receive the following through July 2025:

1) continued salary reimbursement for Asst. Chief Matt Smith and Data and Records Manager Michael Decker
2) 100% salary including fringe and annual raises (2022 7%, 2023 5%, 2024 5%) for a WCJS Training and Technical Assistance Professional (TTAP) -- we built in robust raises so that the grant would be able to fully cover the salary throughout the duration of the grant. **There will be no cost to the county for this position.**

Regarding the new position, we have a current employee who is interested and is highly qualified as she is a TBRI Practitioner who has trained locally in the juvenile justice system. She is aware that this is a grant-funded position and that it expires in June 2025. UT Austin has been encouraged to apply for a 3rd set of funding for the project so there is potential it will extend beyond 2025.

At that time, the Commissioners Court unanimously approved the continuation and expansion of this grant. The department received the contracts from UT-Austin on 11/16/2022 and is asking for final approval of these contracts.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Subaward Agreement UTAUS-SUB00000630

Subaward Agreement UTAUS-SUB00000631

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/17/2022 08:50 AM
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:21 AM
Form Started By: John Pelczar		Started On: 11/16/2022 01:06 PM
Final Approval Date: 11/17/2022		

FDP Cost Reimbursement Subaward

Run Template

Federal Awarding Agency: Other [Type in Agency] | Department of Justice (DOJ)

Pass-Through Entity (PTE):	**Subrecipient:**
The University of Texas at Austin	Williamson County Juvenile Services
PTE PI: Hermosura, Lorna	Sub PI: Matthew, Scott
PTE Federal Award No: 2020-JX-FX-K003	Subaward No: UTAUS-SUB00000630

Project Title: Reducing Disproportionate Minority Contact in Williamson County, Texas

Subaward Budget Period: Start: 10/01/2020 ? End: 09/30/2023 ?	Amount Funded This Action (USD): $ 166,057.00
Estimated Period of Performance: Start: 10/01/2020 End: 09/30/2023	Incrementally Estimated Total (USD): $ 193,807.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.

2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.

3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.

4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.

5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.

6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.

7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.

8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable

10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:	By an Authorized Official of the Subrecipient:
_____ Date	_____ Date
Name: Michelle Strickland	Name:
Title: Assistant Director	Title:

Attachment 1
Certifications and Assurances

Subaward Number:
UTAUS-SUB00000630

Certification Regarding Lobbying (2 CFR 200.450)
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records
Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)
Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name
Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment
Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2
Federal Award Terms and Conditions

Subaward Number: UTAUS-SUB00000630

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award. ?

Awarding Agency Institute (If Applicable)

Federal Award Issue Date | FAIN | Assistance Listing No.

Assistance Listing Program Title (ALPT)

Key Personnel Per NOA ?

This Subaward Is:

■ Research & Development ■ Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
   See attached
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
   See attached
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
   See attached except for the following :
   a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
   b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
   c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
   d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
   e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:
Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:
Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):
Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: Department of Justice (DOJ)

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

■ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms ?

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number: UTAUS-SUB00000630

PTE Information

Entity Name: The University of Texas at Austin

Legal Address:
3925 W. Braker Lane, WPR Building
Suite 3.340, Stop A9000
Austin, TX 78759-5316

Website: https://research.utexas.edu/osp/

PTE Contacts

Central Email: osp@austin.utexas.edu

Principal Investigator Name: Hermosura, Lorna

Email: lorna@utexas.edu Telephone Number: (512) 619-6769

Administrative Contact Name: Contracts Coordinator

Email: osp@austin.utexas.edu Telephone Number: (512) 471-6424

COI Contact email (if different to above):

Financial Contact Name: Elvia Moreno Alverado, Accounts Manager, Dept of Curriculum & Instruction

Email: emoreno@austin.utexas.edu Telephone Number: (512) 232-2912

Email invoices? (●) Yes ( ) No Invoice email (if different):

Authorized Official Name: Assistant Director

Email: osp@austin.utexas.edu Telephone Number: (512) 471-6424

PI Address:

1912 SPEEDWAY
AUSTIN, TX 78712

Administrative Address:

3925 W. Braker Lane, WPR Building
Suite 3.340, Stop A9000
Austin, TX 78759-5316

Invoice Address:

Please email invoices as indicated above.

Attachment 3B

Research Subaward Agreement

Subrecipient Contacts

Subaward Number: UTAUS-SUB00000630

Subrecipient Information for FFATA reporting Entity's UEI/DUNS Name: Williamson County

EIN No.: 746000978

Institution Type: State Government

UEI / DUNS: C4BDCBLYNND6 / 076930049

Currently registered in SAM.gov: (•) Yes ( ) No

Exempt from reporting executive compensation: (•) Yes ( ) No *(if no, complete 3Bpg2)*

Parent UEI / DUNS:

This section for U.S. Entities:

Congressional District: 31st

Zip Code Look-up

Zip Code+4: 78626-6389

Place of Performance Address

Willamson County Juvenile Services
200 Wilco Way
Georgetown, Texas 78626

Subrecipient Contacts

Central Email:

Website: www.wilco.org/departments/juvenile-srevices

Principal Investigator Name: Scott Matthew

Email: smatthew@wilco.org Telephone Number: (512) 943-3206

Administrative Contact Name: John Pelczar

Email: jpelczar@wilco.org Telephone Number: (512) 943-3204

Financial Contact Name: Jody Cook

Email: jody.cook@wilco.org Telephone Number: (512) 943-1595

Invoice Email: jody.cook@wilco.org

Authorized Official Name: Jerri Jones

Email: jjones@wilco.org Telephone Number: (512) 943-1545

Legal Address:

Williamson County
Attn: Legal
710 Main Street, Suite 200
Georgetown, Texas 78626

Administrative Address:

Williamson County
Attn: Auditor's Office
710 Main Street, Suite 301
Georgetown Texas 78626

Payment Address:

Williamson County
Attn: Auditor's Office
710 S. Main Street #301
Georgetown Texas 78626

Attachment 3B-2

Highest Compensated Officers

Subaward Number: UTAUS-SUB00000630

Subrecipient:

Institution Name: Williamson County Juvenile Services

PI Name: Matthew, Scott

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Subaward Number: UTAUS-SUB00000630

Attachment 4
Reporting and Prior Approval Terms

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

☐ Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of of the end of the month.

☒ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact.

☐ Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Administrative Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

☒ A Final technical/progress report will be submitted to the PTE's Administrative Contact within 60 days of the end of the Project Period or after termination of this award, whichever comes first.

☐ Technical/progress reports on the project as may be required by PTE's Administrative Contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:
Carryover is automatic

Other Reports:

☒ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Administrative Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

☒ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements: ?

Close-out Requirements: Subrecipient shall submit a completed Subrecipient Close-Out Form, appended hereto as Attachment 7, to the addressee named on the form. Other documentation shall accompany the form as applicable.

Subaward Number: UTAUS-SUB00000630

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Statement of Work

○ Below ◉ Attached, 1 pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information	Indirect Cost Rate (IDC) Applied	0 %	**Cost Sharing** ?	No
Rate Type:	Total Direct Costs		If Yes, include Amount: $	

Budget Details

○ Below ◉ Attached, 1 pages

Totals here reflect amount funding this action.

Budget Totals

Direct Costs $	
Indirect Costs $	
Total Costs $	193,807.00

All amounts are in United States Dollars

Scope of Work – FY19 Grant Amendment
Williamson County Juvenile Services (WCJS)

Funding Source: Office of Juvenile Justice and Delinquency Prevention, U.S. Dept. of Justice

Prime PI: Lorna Hermosura, PhD
Prime Award Institution: UT Austin

Subaward PI: Scott Matthew, MBA
Subaward Institution: WCJS

Period of Performance: 1/1/2021-12/31/2023

The University of Texas at Austin is the lead organization for the project, *Reducing Disproportionate Minority Contact in Williamson County, Texas,* a project that has been awarded by the US Department of Justice. Williamson County Juvenile Services is a collaborating organization on this project with Mr. Matthew serving as the PI for the organization. The subcontract amount is **$193,807.00.**

The scope of work for this contract is for WCJS to:

1. Provide expertise and strategy for implementing trauma-informed practices;
2. Provide expertise and strategy for engaging with law enforcement and the judicial system;
3. Forge relationships with state-level juvenile justice and related organizations on behalf of the project;
4. Assist in the establishment of cross-sector partnerships;
5. Participate in Task Force implementation planning and review;
6. Participate in the review of RED-related policies and recommendation of policy action;
7. Employ and supervise one STEP UP Texas Training and Technical Assistance Professional (TTAP) to provide training and implementation support in trauma informed and/or restorative practices to school districts, law enforcement, and/or judicial staff in Williamson County, Texas;
8. Share data related to addressing racial and ethnic disparities in engagement with the juvenile justice system;
9. Coordinate with UT Austin to ensure compliance with DOJ regulations; and
10. Coordinate with UT Austin to complete and submit project deliverables.

Details of the subcontract budget are as follows:

	Year 1	Year 2	Year 3	TOTAL
	Jan-Dec 2021	Jan-Dec 2022	Jan-Dec 2023	
Personnel	$ 14,591	$ 45,890	$ 81,533	**$ 142,014**
Fringe	$ 3,763	$ 16,205	$ 29,950	**$ 49,918**
Supplies	$ -	$ 500	$ 1,000	**$ 1,500**
Travel	$ -	$ 125	$ 250	**$ 375**
FY19 TOTAL	**$ 18,354**	**$ 62,720**	**$ 112,733**	**$ 193,807**

Subaward Number:
UTAUS-SUB00000630

Attachment 6

Notice of Award (NOA) and any additional documents

◉ The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

○ Not incorporating the NOA or any additional documentation to this Subaward.

Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

Chairman Elena Mota
The University of Texas at Austin
3925 West Braker Lane, Suite 3.340
Austin, TX 78759-5316

Dear Chairman Mota:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by The University of Texas at Austin for an award under the OJP funding opportunity entitled "Category 8: Texas." The approved award amount is $802,058. These funds are for the project entitled Reducing Disproportionate Minority Contact in Williamson County, Texas.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should The University of Texas at Austin accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Marisa O. Harris, Program Manager at (202) 305-0888; and

- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.

Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

Chairman Elena V. Mota
The University of Texas at Austin
3925 West Braker Lane
Suite 3.340
Austin, TX 78759-5316

Dear Chairman Mota:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice (DOJ)
Office of Justice Programs
Office of the Chief Financial Officer

Washington, D.C. 20531

Category

Federal Funds Approved:

Non-Federal Share:

Program Income:

If you have questions regarding this award, please contact:

- Program Questions, Marisa O. Harris, Program Manager at (202) 305-0888

- Financial Questions, the Office of Chief Financial Officer, Customer Service Center(CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Leigh Benda
Chief Financial Officer

Department of Justice (DOJ)
Office of Justice Programs

Office of Juvenile Justice and Delinquency Prevention

Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

The University of Texas at Austin
3925 West Braker Lane Suite 3.340
Austin, TX 78759-5316

4. AWARD NUMBER: 2020-JX-FX-K003

5. PROJECT PERIOD: FROM 10/01/2020 TO 09/30/2023

BUDGET PERIOD: FROM 10/01/2020 TO 09/30/2023

6. AWARD DATE

7. ACTION: Initial

2a. GRANTEE IRS/VENDOR NO.: 746000203

8. SUPPLEMENT NUMBER: 00

2b. GRANTEE DUNS NO.: 170230239

9. PREVIOUS AWARD AMOUNT: $ 0

3. PROJECT TITLE

Reducing Disproportionate Minority Contact in Williamson County, Texas

10. AMOUNT OF THIS AWARD: $ 802,058

11. TOTAL AWARD: $ 802,058

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY19(OJJDP - Part B - Awards within Non-participating State) 34 USC 11133(d)

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.540 - Juvenile Justice and Delinquency Prevention_Allocation to States

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Elena V. Mota
Chairman

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Elena Mota

19A. DATE: 12/14/2020

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	F	JX	70	00	00		802058

21. VJXTGT0391

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

   The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

   Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

   Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

   Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

   The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

   Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

   References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

   On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

   Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

   Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

   In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

   A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection

   The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

   The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

   The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

   The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

   This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

SPECIAL CONDITIONS

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

SPECIAL CONDITIONS

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

SPECIAL CONDITIONS

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

SPECIAL CONDITIONS

32. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

SPECIAL CONDITIONS

33. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds $20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

1) name of event;

2) event dates;

3) location of event;

4) number of federal attendees;

5) number of non-federal attendees;

6) costs of event space, including rooms for break-out sessions;

7) costs of audio visual services;

8) other equipment costs (e.g., computer fees, telephone fees);

9) costs of printing and distribution;

10) costs of meals provided during the event;

11) costs of refreshments provided during the event;

12) costs of event planner;

13) costs of event facilitators; and

14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

1) meals and incidental expenses (M&IE portion of per diem);

2) lodging;

3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,

4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

SPECIAL CONDITIONS

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Statement of Federal Involvement:

Due to the substantial Federal involvement contemplated in completion of this project, the Office of Juvenile Justice and Delinquency Prevention (OJJDP) has elected to enter into a cooperative agreement rather than a grant. This decision is based on OJP and OJJDP's ongoing responsibility to assist and coordinate projects that relate to the funded activities. OJP and OJJDP will provide input and re-direction to the project, as needed, in consultation with the recipient, and will actively monitor the project by methods including, but not limited to, ongoing contact with the recipient. In meeting programmatic responsibilities, OJP, OJJDP, and the recipient will be guided by the following principles: responsibility for the day-to-day operations of this project rests with the recipient in implementation of the recipient's approved proposal, the recipient's approved budget, and the terms and conditions specified in this award. Responsibility for general oversight and redirection of the project, if necessary, rests with OJJDP. In addition to its programmatic reporting requirements, the recipient agrees to provide necessary information as requested by OJP and OJJDP. Information requests may include, but are not limited to, specific submissions related to: performance, including measurement of project outputs/outcomes; meeting performance specifications; developmental decision points; changes in project scope or personnel; budget modifications; and/or coordination of related projects.

36. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

37. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

38. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

SPECIAL CONDITIONS

39. The recipient agrees to report data on the grantee's OJJDP-approved performance measures as part of the semi-annual categorical progress report. This data will be submitted on line at OJJDP's Performance Measures website (https://ojjdp.gov/grantees/pm/index.html) by July 31 and January 31 each year for the duration of the award. Once data entry is complete, the grantee will be able to create and download a "Performance Measures Data Report." This document is to be included as an attachment to the grantee's narrative categorical assistance progress report submitted in GMS for each reporting period.

40. Withholding of funds: Research and evaluation independence and integrity

    The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award information regarding research and evaluation independence and integrity in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made (or agreed to) any adjustments to the award (including as to amount) that OJP may require to prevent, eliminate, mitigate, or otherwise adequately address any actual or apparent personal or financial conflict of interest on the part of the investigators or other staff/consultants engaged in the research/evaluation or organizational conflict of interest on the part of the recipient entity, and (4) a Grant Adjustment Notice has been issued to remove this condition.

    If this award is a "discretionary" award (i.e., not an award under a statutory "formula" program), the recipient understands and agrees that if it does not provide an adequate research and evaluation independence and integrity submission (as determined by OJP), or if it fails to implement (as determined by OJP) any safeguard included in its submission or required by OJP, this award may be terminated (without right of appeal), upon thirty (30) calendar days advance written notice by OJP.

41. The recipient agrees not to obligate, expend, or draw down any funds until the recipient has submitted to the Office of Juvenile Justice and Delinquency Prevention (OJJDP), documentation providing a detailed outline of how each of the activities proposed in the application specifically addresses one or more of the core requirements of the Title II, Part B Formula Grants Program (deinstitutionalization of status offenders, removal of juveniles from adult jails and lockups, separation of juveniles from adult inmates, and reducing disproportionate minority contact), OJJDP has approved the recipient’s documentation, and a Grant Adjustment Notice has been issued to remove this condition.

42. Withholding of funds: Disclosure of pending applications

    The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued to remove this condition.

Department of Justice (DOJ)

Office of Justice Programs

Office of Juvenile Justice and Delinquency Prevention

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Lou Ann Holland, OJJDP NEPA Coordinator

Subject: Categorical Exclusion for The University of Texas at Austin

This award is made as part of the FY 2019 Nonparticipating States: American Samoa, Arkansas, Connecticut, Guam, Massachusetts, Nebraska, Northern Mariana Islands, Texas, West Virginia, and Wyoming Awards program. Awards under this program will be used to provide grants and cooperative agreements to organizations that OJJDP designates. None of the following activities will be conducted either under this award or a related third party action:

1) New construction;
2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species;
3) A renovation which will change the basic prior use of a facility or significantly change its size;
4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or
5) Implementation of a program involving the use of chemicals, other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Department of Justice (DOJ)
Office of Justice Programs

Office of Juvenile Justice and Delinquency Prevention

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Cooperative Agreement

PROJECT NUMBER
2020-JX-FX-K003

This project is supported under FY19(OJJDP - Part B - Awards within Non-participating State) 34 USC 11133(d)

1. STAFF CONTACT (Name & telephone number)

Marisa O. Harris
(202) 305-0888

2. PROJECT DIRECTOR (Name, address & telephone number)

Kevin Cokley
Research Associate
3925 West Braker Lane
Suite 3.340
Austin, TX 78759
(512) 471-7498

3a. TITLE OF THE PROGRAM

Category 8: Texas

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Reducing Disproportionate Minority Contact in Williamson County, Texas

5. NAME & ADDRESS OF GRANTEE

The University of Texas at Austin
3925 West Braker Lane Suite 3.340
Austin, TX 78759-5316

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2020 TO: 09/30/2023

8. BUDGET PERIOD

FROM: 10/01/2020 TO: 09/30/2023

9. AMOUNT OF AWARD

$ 802,058

10. DATE OF AWARD

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

Pursuant to 42 U.S.C. 5633(d), if a state fails to submit a plan or submits a plan that does not meet the requirements of the JJDP Act, the OJJDP Administrator shall endeavor to make the Formula Grants program fund allocation available to local public or private nonprofit agencies within the state. OJJDP's Nonparticipating State Program makes the Formula Grants program fund allocation available to local public or private nonprofit agencies within the state. The recipient agency must use the funds to carry out activities that support compliance with the requirements of 34 U.S.C. §§ 11133(a) (11), (12), (13), and (22) (the “core” requirements).

The State of Texas has been found ineligible to participate in the Formula Grants Program under Title II, Part B, of the JJDP Act (34 U.S.C. §§ 11131–11133). Therefore, the University of Texas at Austin proposes a comprehensive and coordinated approach to addressing juvenile delinquency prevention and reducing the disproportionate minority contact (DMC) of juveniles who come into contact with the Williamson County juvenile justice system. CA/NCF

Attachment 7
Subrecipient Close-out Form

No later than sixty (60) days after the Subaward's ending date, Subrecipient shall submit a completed Subrecipient Close-Out Form as attached to the addressee named on the form. Other documentation shall accompany the form as applicable. Payment of Final Invoice shall be withheld pending receipt and acceptance of the close-out documentation.

Subrecipient Close-Out Form

THE UNIVERSITY OF TEXAS AT AUSTIN

Subaward No.: UTAUS-SUB00000630 **PTE Award No.:** 2020-JX-FX-K003

Name of Subrecipient: Williamson County Juvenile Services

Please complete ***ALL*** of the following sections and return to:

Subrecipient Monitor
Office of Sponsored Projects, Sponsored Projects Award Administration
SPAA@austin.utexas.edu

SECTION I. FINANCIAL INFORMATION

Total amount received under this subaward to date $_____.

Are there any outstanding invoices, which PTE has not reimbursed yet?

☐ Yes*. *Please place an X by those that apply.*

☐ Please see the attached copies of invoices previously submitted and totaling $ _____, but which have not yet been reimbursed; *AND/OR,*

☐ Invoices totaling $ _____ have not yet been submitted to PTE Austin yet; or,

☐ No. By selecting "No," you are confirming UT Austin has paid you/your institution for all invoices submitted for expenses and/or claims against this subaward. Any invoices submitted after this box is checked and this form is signed and returned to UT Austin, will not be honored.

**Invoices returned with this form are used for informational purposes; originals must be submitted in accordance with the subaward. Reimbursement or payment of expenses is in all cases subject to the terms of the subaward, including submission of an invoice marked "Final."*

SECTION II. PATENTS

Are there any inventions to be reported which resulted from work performed under this subaward?

☐ No. ☐ Yes. Please complete the following (attach additional pages as necessary):

Name of Inventor: _____

Name / Description of Invention(s): _____

**** A COMPLETE INVENTION DISCLOSURE MUST ACCOMPANY THIS DOCUMENT FOR ANY INVENTIONS NOT PREVIOUSLY DISCLOSED TO UT AUSTIN, WHICH RESULTED FROM WORK PERFORMED UNDER THIS SUBAGREEMENT. INVENTION REPORTING SHALL BE IN THE SAME FORM AS REQUIRED BY THE PRIME AWARD.**

SECTION III. FEDERAL GOVERNMENT/SPONSOR PROVIDED OR FUNDED EQUIPMENT ACQUISITION

Was any equipment provided by the Federal Government/Sponsor, or was any equipment purchased with Federal or Sponsor funds provided under this subaward?

☐ No. ☐ Yes, where all equipment either provided, or purchased with funds, under this subaward has been delivered to the U.S. Government or Sponsor through PTE or is it awaiting disposition instructions. (Please reference FAR 52.245-1 or other terms and conditions of the subaward.)

Authorized Official's Signature: _____ Date: _____

Printed Name: _____ Title: _____

Email: _____ Phone: _____

FDP Cost Reimbursement Subaward

Run Template

Federal Awarding Agency: Other [Type in Agency] | Department of Justice (DOJ)

Pass-Through Entity (PTE):	**Subrecipient:**
The University of Texas at Austin	Williamson County Juvenile Services
PTE PI: Hermosura, Lorna	Sub PI: Matthew, Scott
PTE Federal Award No: 15PJDP-21-GK-04689-MUMU	Subaward No: UTAUS-SUB00000631

Project Title: STEP UP Texas: Improving Juvenile Justice Outcomes with Trauma-Informed and Restorative Practices Training

Subaward Budget Period: Start: 10/01/2021 ? End: 10/01/2024 ?	Amount Funded This Action (USD): $ 211,474.00
Estimated Period of Performance: Start: 10/01/2021 End: 10/01/2024	Incrementally Estimated Total (USD): $ 211,474.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.

2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.

3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.

4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.

5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.

6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.

7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.

8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable

10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:	By an Authorized Official of the Subrecipient:
_____ Date	_____ Date
Name: Michelle Strickland	Name:
Title: Assistant Director	Title:

Attachment 1
Certifications and Assurances

Subaward Number:
UTAUS-SUB00000631

Certification Regarding Lobbying (2 CFR 200.450)
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records
Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)
Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name
Neither party shall use the other party’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment
Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2
Federal Award Terms and Conditions

Subaward Number: UTAUS-SUB00000631

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award. ?

Awarding Agency Institute (If Applicable): Department of Justice (DOJ)

Federal Award Issue Date	FAIN	Assistance Listing No.

Assistance Listing Program Title (ALPT):

Key Personnel Per NOA: ?

This Subaward Is:

■ Research & Development ■ Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
   See attached
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
   See attached
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
   See attached except for the following :
   a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
   b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
   c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
   d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
   e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:
Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:
Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):
Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: Department of Justice (DOJ)

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

■ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms ?

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number: UTAUS-SUB00000631

PTE Information

Entity Name: The University of Texas at Austin

Legal Address:
3925 W. Braker Lane, WPR Building
Suite 3.340, Stop A9000
Austin, TX 78759-5316

Website: https://research.utexas.edu/osp/

PTE Contacts

Central Email: osp@austin.utexas.edu

Principal Investigator Name: Hermosura, Lorna

Email: lorna@utexas.edu Telephone Number: (512) 619-6769

Administrative Contact Name: Contracts Coordinator

Email: osp@austin.utexas.edu Telephone Number: (512) 471-6424

COI Contact email (if different to above):

Financial Contact Name: Elvia Moreno Alverado, Accounts Manager, Dept of Curriculum & Instruction

Email: emoreno@austin.utexas.edu Telephone Number: (512) 232-2912

Email invoices? (●) Yes ( ) No Invoice email (if different):

Authorized Official Name: Assistant Director

Email: osp@austin.utexas.edu Telephone Number: (512) 471-6424

PI Address:

1912 SPEEDWAY
AUSTIN, TX 78712

Administrative Address:

3925 W. Braker Lane, WPR Building
Suite 3.340, Stop A9000
Austin, TX 78759-5316

Invoice Address:

Please email invoices as indicated above.

Attachment 3B

Research Subaward Agreement

Subrecipient Contacts

Subaward Number: UTAUS-SUB00000631

Subrecipient Information for FFATA reporting Entity's UEI/DUNS Name: Williamson County

EIN No.: 746000978

Institution Type: State Government

UEI / DUNS: C4BDCBLYNND6 / 076930049

Currently registered in SAM.gov: (•) Yes ( ) No

Exempt from reporting executive compensation: (•) Yes ( ) No *(if no, complete 3Bpg2)*

Parent UEI / DUNS:

This section for U.S. Entities:

Congressional District: 31st

Zip Code Look-up

Zip Code+4: 78626-6389

Place of Performance Address

Willamson County Juvenile Services
200 Wilco Way
Georgetown, Texas 78626

Subrecipient Contacts

Central Email:

Website: www.wilco.org/departments/juvenile-srevices

Principal Investigator Name: Scott Matthew

Email: smatthew@wilco.org Telephone Number: (512) 943-3206

Administrative Contact Name: John Pelczar

Email: jpelczar@wilco.org Telephone Number: (512) 943-3204

Financial Contact Name: Jody Cook

Email: jody.cook@wilco.org Telephone Number: (512) 943-1595

Invoice Email: jody.cook@wilco.org

Authorized Official Name: Jerri Jones

Email: jjones@wilco.org Telephone Number: (512) 943-1545

Legal Address:

Williamson County
Attn: Legal
710 Main Street, Suite 200
Georgetown, Texas 78626

Administrative Address:

Williamson County
Attn: Auditor's Office
710 Main Street, Suite 301
Georgetown Texas 78626

Payment Address:

Williamson County
Attn: Auditor's Office
710 S. Main Street #301
Georgetown Texas 78626

Attachment 3B-2

Highest Compensated Officers

Subaward Number: UTAUS-SUB00000631

Subrecipient:

Institution Name: Williamson County Juvenile Services

PI Name: Matthew, Scott

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number: UTAUS-SUB00000631

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

☐ Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of of the end of the month.

☒ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact.

☐ Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Administrative Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

☒ A Final technical/progress report will be submitted to the PTE's Administrative Contact within 60 days of the end of the Project Period or after termination of this award, whichever comes first.

☐ Technical/progress reports on the project as may be required by PTE's Administrative Contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:
Carryover is automatic

Other Reports:

☒ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Administrative Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

☒ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements: ?

Close-out Requirements: Subrecipient shall submit a completed Subrecipient Close-Out Form, appended hereto as Attachment 7, to the addressee named on the form. Other documentation shall accompany the form as applicable.

Subaward Number: UTAUS-SUB00000631

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Statement of Work

( ) Below (•) Attached, [ ] pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information	Indirect Cost Rate (IDC) Applied	0 %	**Cost Sharing** ?	No
Rate Type:	Total Direct Costs		If Yes, include Amount: $	

Budget Details

( ) Below (•) Attached, [ ] pages

The totals here reflect the amount funding this action.

Budget Totals

Direct Costs	$
Indirect Costs	$
Total Costs	$ 211,474.00

All amounts are in United States Dollars

Scope of Work – FY21 Grant
Williamson County Juvenile Services (WCJS)

Funding Source: Office of Juvenile Justice and Delinquency Prevention, U.S. Dept. of Justice

Prime PI: Lorna Hermosura, PhD
Prime Award Institution: UT Austin

Subaward PI: Scott Matthew, MBA
Subaward Institution: WCJS

Period of Performance: 7/1/2022-6/30/2025

The University of Texas at Austin is the lead organization for the project, *STEP UP Texas: Improving Juvenile Justice Outcomes with Trauma-Informed and Restorative Practices Training,* a project that has been awarded by the US Department of Justice. Williamson County Juvenile Services is a collaborating organization on this project with Mr. Matthew serving as the PI for the organization. The subcontract amount is **$211,474.00.**

The scope of work for this contract is for WCJS to:

1. Provide expertise and strategy for implementing trauma-informed practices;
2. Provide expertise and strategy for engaging with law enforcement and the judicial system;
3. Forge relationships with state-level juvenile justice and related organizations on behalf of the project;
4. Assist in the establishment of cross-sector partnerships;
5. Participate in Task Force implementation planning and review;
6. Participate in the review of RED-related policies and recommendation of policy action;
7. Employ and supervise one STEP UP Texas Training and Technical Assistance Professional (TTAP) to provide training and implementation support in trauma informed and/or restorative practices to school districts, law enforcement, and/or judicial staff in Williamson County, Texas;
8. Share data related to addressing racial and ethnic disparities in engagement with the juvenile justice system;
9. Coordinate with UT Austin to ensure compliance with DOJ regulations; and
10. Coordinate with UT Austin to complete and submit project deliverables.

Details of the subcontract budget are as follows:

	Year 1	Year 2	Year 3	TOTAL
	Jul 2022-Jun 2023	Jul 2023-Jun 2024	Jul 2024-Jun 2025	
Personnel	$ 15,631	$ 50,637	$ 87,627	**$ 153,895**
Fringe	$ 4,940	$ 18,442	$ 32,322	**$ 55,704**
Supplies	$ -	$ -	$ 1,500	**$ 1,500**
Travel	$ -	$ -	$ 375	**$ 375**
FY21 TOTAL	**$ 20,571**	**$ 69,080**	**$ 121,824**	**$ 211,474**

Subaward Number:
UTAUS-SUB00000631

Attachment 6

Notice of Award (NOA) and any additional documents

◉ The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

○ Not incorporating the NOA or any additional documentation to this Subaward.

Award Letter

December 22, 2021

Dear Elena Mota,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by UNIVERSITY OF TEXAS AT AUSTIN for an award under the funding opportunity entitled 2021 OJJDP FY 2020 and 2021 Nonparticipating States: American Samoa (2020), Connecticut (2020 and 2021), Nebraska (2020 and 2021), New Mexico (2020), Texas (2020 and 2021), Wyoming (2020 and 2021), and Virgin Islands (2020) Solicitation. The approved award amount is $6,912,431.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Amy Solomon
Principal Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial

assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

This award is made as part of the FY 2020 and 2021 Nonparticipating States awards program. Awards under this program will be used to provide grants and cooperative agreements to organizations that OJJDP designates.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the

identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager Environmental Coordinator for the Office of Juvenile Justice and Delinquency Prevention.

NEPA Coordinator

First Name	Middle Name	Last Name
Lou Ann	——	Holland

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
UNIVERSITY OF TEXAS AT AUSTIN

DUNS Number	UEI
170230239	——

Street 1	Street 2
110 INNER CAMPUS DR MN 13	——

City	State/U.S. Territory
AUSTIN	Texas

Zip/Postal Code
78712

Country
United States

County/Parish
____

Province
____

Award Details

Federal Award Date
12/22/21

Award Type
Initial

Award Number
15PJDP-21-GK-04689-MUMU

Supplement Number
00

Federal Award Amount
$6,912,431.00

Funding Instrument Type
CA

Assistance Listing Number	Assistance Listings Program Title
16.540	Juvenile Justice and Delinquency Prevention Allocation to States
16.735	PREA Program: Strategic Support for PREA Implementation
16.540	Juvenile Justice and Delinquency Prevention Allocation to States

Statutory Authority
34 USC 11131; 34 USC 11133(d)

☑ *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2021 OJJDP FY 2020 and 2021 Nonparticipating States: American Samoa (2020), Connecticut (2020 and 2021), Nebraska (2020 and 2021), New Mexico (2020), Texas (2020 and 2021), Wyoming (2020 and 2021), and Virgin Islands (2020) Solicitation

Awarding Agency

OJP

Program Office

OJJDP

Application Number

GRANT13427774

Grant Manager Name **Phone Number**

Marisa Harris 202-598-9801

E-mail Address

Marisa.O.Harris@ojp.usdoj.gov

Project Title

STEP UP Texas: Improving Juvenile Justice Outcomes with Trauma-Informed and Restorative Practices Training

Performance Period Start Date	Performance Period End Date
10/01/2021	10/01/2024

Budget Period Start Date	Budget Period End Date
10/01/2021	10/01/2024

Project Description

This proposed project is an expansion of current FY2019 NPS-funded efforts which aim to address Racial and Ethnic Disparities (RED) by providing training and technical support to

personnel in organizations that interface with youth at critical contact points along the juvenile justice process, specifically: public school districts; law enforcement; and the judicial system. This proposed FY2020/2021 NPS project will continue to address RED and will integrate learning and momentum from our current county-wide project to expand our model to a state-wide level, ultimately benefitting children and youth across the state of Texas.

Proposed activities have far-reaching and sustainable implications. Activities include providing the following to personnel working in organizations at critical contact points across the state: 1) training and train-the-trainer certifications in Trauma-Informed and Restorative Practices, 2) implementation technical assistance, and 3) support for RED-related policy review and policy change. The project design includes funding 9 Training and Technical Assistance Provider (TTAP) Teams consisting of one school-focused TTAP and one law enforcement/judicial-focused TTAP who will be located in jurisdictions across the state of Texas and will be employed by organizations who successfully respond to a project-sponsored RFP process. TTAP Teams will receive training and ongoing support by the Project Leadership Team. In addition, the project will supply train-the-trainer training in emotional/social/racial intelligence directly to one law enforcement administrator and one law enforcement training coordinator in each of the 9 jurisdictions. These efforts will be guided by community-represented Task Forces who will be familiar with the nuances of their respective jurisdictions.

The project's products and deliverables include training and train-the-trainer certifications, data analysis substantiating positive change toward reducing RED, policy review and analysis toward reducing RED, and organization-level and/or system-level policy change toward reducing RED.

The service area is the state of Texas with specific jurisdictions identified during the RFP process. Jurisdictions will be selected based on their demonstrated readiness and commitment to the work. This project aims primarily to benefit children and youth in the state of Texas while increasing the capacity of personnel, systems, and jurisdictions throughout the state.

The applicant and its two subaward partners are well positioned to implement this proposed statewide project. Through our work on the FY19 NPS project, we have built momentum such

that we have received written endorsement by the Texas Juvenile Justice Department, the state agency that oversees all juvenile justice activities in Texas (see Letter of Support, THD)

☑

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

☑

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2

C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants.

Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

4

Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally

executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

11

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

12

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will

immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of

information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific

post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

29

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

31

Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds $20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

1) name of event;

2) event dates;

3) location of event;

4) number of federal attendees;

5) number of non-federal attendees;

6) costs of event space, including rooms for break-out sessions;

7) costs of audio visual services;

8) other equipment costs (e.g., computer fees, telephone fees);

9) costs of printing and distribution;

10) costs of meals provided during the event;

11) costs of refreshments provided during the event;

12) costs of event planner;

13) costs of event facilitators; and

14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

1) meals and incidental expenses (M&IE portion of per diem);

2) lodging;

3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,

4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the DOJ Financial Guide Conference Cost Chapter.

32

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

33

The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 120 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at https://justgrants.usdoj.gov/

34

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://justgrants.usdoj.gov

35

The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OJP in writing of both its eligibility and its election.

OJP will release this condition through an Award Condition Modification (ACM), following receipt of a satisfactory submission.

36

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

37

Conditional Clearance

The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

38

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

39

Withholding of funds: Research and evaluation independence and integrity

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award information regarding research and evaluation independence and integrity in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made (or agreed to) any adjustments to the award (including as to amount) that OJP may require to prevent, eliminate, mitigate, or otherwise adequately address any actual or apparent personal or financial conflict of interest on the part of the investigators or other staff/consultants engaged in the research/evaluation or organizational conflict of interest on the part of the recipient entity, and (4) Award Condition Modification (ACM) has been issued to remove this condition.

If this award is a "discretionary" award (i.e., not an award under a statutory "formula" program), the recipient understands and agrees that if it does not provide an adequate research and evaluation independence and integrity submission (as determined by OJP), or if it fails to implement (as determined by OJP) any safeguard included in its submission or required by OJP, this award may be terminated (without right of appeal), upon thirty (30) calendar days advance written notice by OJP.

40

Recipient integrity and performance matters: Requirement to report information on certain civil,

criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

41

The recipient agrees not to obligate, expend, or draw down any funds until the recipient has submitted to the Office of Juvenile Justice and Delinquency Prevention (OJJDP), documentation providing a detailed outline of how each of the activities proposed in the application specifically addresses one or more of the core requirements of the Title II, Part B Formula Grants Program under 34 U.S.C. 11133(a)(11), (12), (13), and (15), OJJDP has approved the recipient's documentation, and an Award Condition Modification has been issued to remove this condition.

☑

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by

applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Principal Deputy Assistant Attorney General	Amy Solomon	12/17/21 5:47 PM

Authorized Representative

☑ Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

Assistant Director

Name of Authorized Entity Official

Chistian Pfeiffer Flores

Signed Date And Time

1/24/2022 6:29 PM

Attachment 7
Subrecipient Close-out Form

No later than sixty (60) days after the Subaward's ending date, Subrecipient shall submit a completed Subrecipient Close-Out Form as attached to the addressee named on the form. Other documentation shall accompany the form as applicable. Payment of Final Invoice shall be withheld pending receipt and acceptance of the close-out documentation.

Subrecipient Close-Out Form

THE UNIVERSITY OF TEXAS AT AUSTIN

Subaward No.: UTAUS-SUB00000631 **PTE Award No.:** 15PJDP-21-GK-04689-MUMU

Name of Subrecipient: Williamson County Juvenile Services

Please complete ***ALL*** of the following sections and return to:

Subrecipient Monitor
Office of Sponsored Projects, Sponsored Projects Award Administration
SPAA@austin.utexas.edu

SECTION I. FINANCIAL INFORMATION

Total amount received under this subaward to date $_____.

Are there any outstanding invoices, which PTE has not reimbursed yet?

☐ Yes*. *Please place an X by those that apply.*

☐ Please see the attached copies of invoices previously submitted and totaling $ _____, but which have not yet been reimbursed; *AND/OR,*

☐ Invoices totaling $ _____ have not yet been submitted to PTE Austin yet; or,

☐ No. By selecting "No," you are confirming UT Austin has paid you/your institution for all invoices submitted for expenses and/or claims against this subaward. Any invoices submitted after this box is checked and this form is signed and returned to UT Austin, will not be honored.

**Invoices returned with this form are used for informational purposes; originals must be submitted in accordance with the subaward. Reimbursement or payment of expenses is in all cases subject to the terms of the subaward, including submission of an invoice marked "Final."*

SECTION II. PATENTS

Are there any inventions to be reported which resulted from work performed under this subaward?

☐ No. ☐ Yes. Please complete the following (attach additional pages as necessary):

Name of Inventor: _____

Name / Description of Invention(s): _____

**** A COMPLETE INVENTION DISCLOSURE MUST ACCOMPANY THIS DOCUMENT FOR ANY INVENTIONS NOT PREVIOUSLY DISCLOSED TO UT AUSTIN, WHICH RESULTED FROM WORK PERFORMED UNDER THIS SUBAGREEMENT. INVENTION REPORTING SHALL BE IN THE SAME FORM AS REQUIRED BY THE PRIME AWARD.**

SECTION III. FEDERAL GOVERNMENT/SPONSOR PROVIDED OR FUNDED EQUIPMENT ACQUISITION

Was any equipment provided by the Federal Government/Sponsor, or was any equipment purchased with Federal or Sponsor funds provided under this subaward?

☐ No. ☐ Yes, where all equipment either provided, or purchased with funds, under this subaward has been delivered to the U.S. Government or Sponsor through PTE or is it awaiting disposition instructions. (Please reference FAR 52.245-1 or other terms and conditions of the subaward.)

Authorized Official's Signature: _____ Date: _____

Printed Name: _____ Title: _____

Email: _____ Phone: _____

Commissioners Court - Regular Session **28.**

Meeting Date: 11/22/2022

EMTS Affiliation Agreements

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the renewal of the education affiliation agreements between Williamson County EMS and EMTS Academy.

Background

This is a renewal of the Basic Life Support (BLS) and Advanced Life Support (ALS) education affiliation agreement with EMTS Academy. The agreement allows EMTS students to have precepted rides with Williamson County EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BLS Agreement

ALS Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/15/2022 09:00 AM
County Judge Exec Asst.	Becky Pruitt	11/15/2022 02:35 PM
Form Started By: Michael Knipstein		Started On: 11/14/2022 10:22 AM
Final Approval Date: 11/15/2022		

BLS EDUCATION AFFILIATION AGREEMENT
FOR
EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN

WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES
AND
EMTS ACADEMY

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and EMTS Academy (hereinafter referred to as "EMTS").

RECITALS:

EMTS provides courses of study in emergency medical services to students enrolled in its Emergency Medical Technician-Basic program of study.

EMTS desires program components that will provide to the students clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to EMTS for its Emergency Medical Technician program of study.

COUNTY and EMTS desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF EMTS

1. EMTS shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.

2. EMTS instructors shall possess current and appropriate professional credentials or certifications and EMTS shall be responsible for the coordination and implementation of the program of study.

3. Services rendered by EMTS instructors and students shall be without charge to COUNTY. EMTS instructors and students shall not be responsible for the quality of patient or client care.

4. Neither EMTS instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.

5. EMTS shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.

6. EMTS shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. EMTS shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

7. EMTS shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. EMTS shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue in the program.

8. During the term of this Agreement, EMTS shall maintain a professional liability insurance policy with a limit of liability of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate that covers the activities of EMTS's students, employees and faculty under this Agreement. EMTS shall ensure that each current student, employee and faculty member is individually insured under such policy in the above-stated amounts, and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. EMTS agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program, and to ensure that each employee or faculty member is covered by worker's compensation insurance while participating in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified to the satisfaction of COUNTY.

9. EMTS agrees to secure a release of liability form from each student and faculty member who will participate in the program in a form acceptable to COUNTY.

RESPONSIBILITIES OF COUNTY

10. COUNTY shall, on a space available basis, the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student course-work done on forms provided by EMTS.

11. COUNTY shall provide an orientation session to inform students and EMTS staff about the rules, regulations, policies and procedures of the facilities.

12. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.

13. COUNTY shall notify EMTS of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at an EMTS credited facility. Representatives of EMTS crediting agency for EMTS shall be permitted to conduct inspections for purposes relating to EMTS's accreditation.

14. COUNTY shall cooperate with EMTS in matters relating to academic performance and student conduct relating to course work performed under this Agreement.

15. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.

16. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.

17. In the event emergency care is required for an EMTS student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

MUTUAL RESPONSIBILITIES

18. The Parties agree to designate a liaison for each program to do the following:

A. Meet annually, or more often as needed, to schedule use of the facilities;

B. Meet on a per semester basis to set the number of students allowed to participate;

C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by EMTS crediting standards;

D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;

E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of EMTS, its employees, agents or students under this Agreement. EMTS shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.

20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein
WCEMS Director
PO Box 873
Georgetown, TX 7827
512-943-1264

And

Matt Nealand
EMTS Academy
16238 RR 620 N
Suite F-185
Austin, TX 78717

ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include $1.75/hour for EMT clinical hour to be paid by EMTS to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.

22. EMTS acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPM Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPM, and the Department is therefore required to comply with the HIPM Privacy Rule. This compliance includes obtaining written contractual assurances from EMTS that EMTS, its employees and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPM Business Associate Agreement, which is hereby attached to and made a part of this Agreement, for all purposes, as Exhibit "C".

23. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

24. EMTS instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each EMTS instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.

25. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.

26. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.

27. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.

28. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.

29. This agreement is effective when all parties have executed it. The term of the Agreement is from January 1, 2023 through December 31, 2027 unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article 27 of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of both Parties.

30. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.

31. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.

32. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.

33. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.

34. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.

35. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give EMTS written notification stating the date of suspension and the date on which participation is anticipated to resume.

Williamson County:

Judge Bill Gravell Jr.
Williamson County

Date

Mike Knipstein
WCEMS Director

11/14/2022
Date

Matthew Nealand

11-11-2022
Date

Matthew Nealand
Program Director
EMTS Academy
16238 RR 620 N
Suite F-185
Austin, Texas 78717

ATTACHMENT A

RELEASE OF LIABILITY

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of EMTS course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: _____

Printed Name

Date:

ALS EDUCATION AFFILIATION AGREEMENT
FOR
EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN

WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES
AND
EMTS ACADEMY AND ST. DAVID'S ROUND ROCK MEDICAL CENTER PARAMEDIC PROGRAM CONSORTIUM

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and EMTS Academy and St. David's Round Rock Medical Center Paramedic Program Consortium (hereinafter referred to as "EMTS").

RECITALS:

EMTS provides courses of study in emergency medical services to students enrolled in its Paramedic program of study.

EMTS desires program components that will provide to the students' clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to EMTS for its Emergency Medical Technician program of study.

COUNTY and EMTS desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF EMTS

1. EMTS shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.

2. EMTS instructors shall possess current and appropriate professional credentials or certifications and EMTS shall be responsible for the coordination and implementation of the program of study.

3. Services rendered by EMTS instructors and students shall be without charge to COUNTY. EMTS instructors and students shall not be responsible for the quality of patient or client care.

4. Neither EMTS instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.

5. EMTS shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.

6. EMTS shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. EMTS shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

7. EMTS shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. EMTS shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue in the program.

8. During the term of this Agreement, EMTS shall maintain a professional liability insurance policy with a limit of liability of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate that covers the activities of EMTS'S students, employees and faculty under this Agreement. EMTS shall ensure that each current student, employee and faculty member is individually insured under such policy in the above-stated amounts, and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. EMTS agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program, and to ensure that each employee or faculty member is covered by worker's compensation insurance while participating in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified to the satisfaction of COUNTY.

9. EMTS agrees to secure a release of liability form from each student and faculty member who will participate in the program in a form acceptable to COUNTY.

RESPONSIBILITIES OF COUNTY

10. COUNTY shall, on a space available basis, the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student course-work done on forms provided by EMTS.

11. COUNTY shall provide an orientation session to inform students and EMTS staff about the rules, regulations, policies and procedures of the facilities.

12. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.

13. COUNTY shall notify EMTS of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at an EMTS credited facility. Representatives of EMTS crediting agency for EMTS shall be permitted to conduct inspections for purposes relating to EMTS's accreditation.

14. COUNTY shall cooperate with EMTS in matters relating to academic performance and student conduct relating to course work performed under this Agreement.

15. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.

16. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.

17. In the event emergency care is required for an EMTS student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

MUTUAL RESPONSIBILITIES

18. The Parties agree to designate a liaison for each program to do the following:

A. Meet annually, or more often as needed, to schedule use of the facilities;

B. Meet on a per semester basis to set the number of students allowed to participate;

C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by EMTS crediting standards;

D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;

E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of EMTS, its employees, agents or students under this Agreement. EMTS shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.

20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein
WCEMS Director
PO Box 873
Georgetown, TX 78627
512-943-1264

And

Matthew Nealand
EMTS Academy and St. David's Round Rock
Medical Center Paramedic Program Consortium
16238 RR 620 N
Suite F-185
Austin, TX 78717

ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include $1.75/hour per ALS student to be paid by EMTS to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.

22. EMTS acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual assurances from EMTS that EMTS, its employees and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement, which is hereby attached to and made a part of this Agreement, for all purposes, as Exhibit "C".

23. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

24. EMTS instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each EMTS instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.

25. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.

26. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.

27. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.

28. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.

29. This agreement is effective when all parties have executed it. The term of the Agreement is from January 1, 2023 through December 31, 2027 unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article 27 of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of both Parties.

30. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.

31. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.

32. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.

33. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.

34. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.

35. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give EMTS written notification stating the date of suspension and the date on which participation is anticipated to resume.

Williamson County:

Judge Bill Gravell Jr.
Williamson County

Date

Mike Knipstein
WCEMS Director

11/14/2022
Date

EMTS Academy and St. David's Round Rock Medical Center Paramedic Program Consortium

Matthew Nealand

11-11-2022
Date

Matthew Nealand
Program Director
EMTS Academy and St. David's Round Rock Medical Center Paramedic Program Consortium
16238 RR 620 N
Suite F-185
Austin, Texas 78717

ATTACHMENT A

RELEASE OF LIABILITY

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as Part of EMTS course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature:_____

Printed name:_____

Date: _____

Commissioners Court - Regular Session **29.**

Meeting Date: 11/22/2022

EMS-MC Agreement Update

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action to approve Addendum for Billing Services Agreement (RFP #22RFP72) between Williamson County and EMS Management & Consultants, Inc. to update and revise the annual rate adjustment for base rates pertaining to EMS services.

Background

This updates the annual adjustment to ambulance fees to be in line with Medicare's annual increase or a minimum of 2.5% whichever is greater. The current agreement only allows for a 2.5% increase. In years in which the Medicare increase is more than 2.5% Williamson County EMS would fall behind allowed increases. The effective date would move to January 1 to be in line with Medicare practices.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Updated Aggrement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/15/2022 09:00 AM
County Judge Exec Asst.	Becky Pruitt	11/15/2022 02:36 PM
Form Started By: Michael Knipstein		Started On: 11/14/2022 10:26 AM
Final Approval Date: 11/15/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR
BILLING SERVICES AGREEMENT
FOR WILLIAMSON COUNTY EMS

(RFP #22RFP72)

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 BILLING 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 **EMS Management & Consultants, Inc.** (hereinafter "EMS|MC"). The parties originally entered into an Agreement on April 13, 2022. EMS|MC is engaged as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Exhibit "B" is revised and shall be replaced as follows:

Exhibit B

Williamson County EMS rates:

Williamson County Commissioner's Court has approved and established ambulance base rates, supply fees and loaded mileage charges for ambulance services. The annual fiscal year increase is automatically implemented January 1st to account for the average annual inflation of the cost to provide service. The automatic inflation will follow Medicare's annual increase or a minimum of 2.5%, whichever is greater.

Williamson County EMS ambulance base rates:

- No transport (NT) base rate - $450
- Basic Life Support (BLS) base rate - $950
- Advanced Life Support (ALS 1) base rate - $1400
- Advanced Life Support (ALS 2) base rate - $1800

Williamson County EMS supply fees:

- Oxygen - $75
- Basic Life Support (BLS) supply fee - $100
- Advanced Life Support (ALS) supply fee - $225

Williamson County EMS Mileage rate:

- Loaded mileage rate - $18 a mile

WCEMS partners with local SWAT / Law Enforcement / Fire Department to provide public safety standby assistance to their team members. On occasion WCEMS may treat and/or transport team members. WCEMS will notify billing agent to bill these calls as follows:

- **Treat / No transport** – Bill SWAT / LE / FD no transport (NT) base rate - $100 Patient is responsible for any deductible and/or co-insurance **IF** found to be non-work related under Workers Compensation.

- **Treat and transport** – Bill as any other transport to include BLS or ALS base rate, mileage, and supply fee. The patient will be responsible for any deductible and/or co-insurance **IF** found to be non-work related under Workers Compensation.

Williamson County Residents - (Identified by their billing address and zip code)

- Residents (as determined by their address and zip code), who contact billing to negotiate their balance:
  - Billing may negotiate a 25% discounted rate.
  - Patient will be responsible for any deductible, copay, and/or co-insurance according to their insurance plan.

Williamson County Health Plan Participants (Employee, Spouse and Dependents) As identified by WC Health Plan Group Number:

- Will be billed and processed as a County Resident effective 11/01/2011 per the Williamson County Benefits Committee

II.

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:	EMS|MC:
_____	Jay D. Guyre
Authorized Signature	Authorized Signature
Date: _____, 2022	Date: Nov 10, 2022, 2022

Commissioners Court - Regular Session **30.**

Meeting Date: 11/22/2022

Approval of Award of RFP #22RFP103 Website Re-Design, New Content Management Platform to CivicPlus, LLC for I Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFP #22RFP103 Website, Re-Design, New Content Management Platform to the highest scoring proposer, CivicPlus, LLC and authorize execution of the documents.

Background

Purchasing solicited sealed proposals under RFP #22RFP103 for Website Re-Design, New Content Management Platform. One hundred thirty-eight (138) vendors viewed the solicitation documents and ten (10) proposals were submitted. Of those ten (10) the top three (3) were shortlisted. Demonstrations were conducted and scored. The evaluation committee recommends that CivicPlus, LLC be awarded the Website Re-Design, New Content Management Platform contract. The County Addendum, Scope of Work and Project Timeline are attached outlining deliverables and annual costs for years 1-5. Legal, contract audit and budget have reviewed this purchase. Year 1 (one) not to exceed amount is $139,844.65. Total five (5) year cost if renewed is $328,244.53. This expenditure will be charged to 01.0100.0503.005741 as per the FY23 budget. Department contact is Alison Gleason.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Scoring Summary

Recommendation Letter

Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/17/2022 09:37 AM
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:00 AM
Purchasing (Originator)	Joy Simonton	11/17/2022 11:38 AM
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:40 AM
Form Started By: Erica Smith		Started On: 11/14/2022 01:10 PM
Final Approval Date: 11/17/2022		

Scoring Summary

	Total	Meets Minimum Service Requirements and Functionality, Approach	References and Experience with Production Website Design	Pricing	Demo	Q&A
Supplier	**/ 145 pts**	**/ 40 pts**	**/ 30 pts**	**/ 30 pts**	**/ 30 pts**	**/ 15 pts**
CivicPlus, Inc.	130.33 pts	32.33 pts	30 pts	30 pts	26.33 pts	11.67 pts
Interpersonal Frequency	109.91 pts	36.67 pts	26.67 pts	13.57 pts	22.33 pts	10.67 pts
Contextual Code	105.72 pts	31.67 pts	22.67 pts	24.04 pts	16.67 pts	10.67 pts
Presley Design Studio, LC	66.51 pts	16.67 pts	21.67 pts	28.17 pts	-	-
WeUsThem Inc.	65.98 pts	23.33 pts	13.33 pts	29.32 pts	-	-
BrightLeaf Group, Inc	60.91 pts	16.67 pts	26.67 pts	17.57 pts	-	-
Argil DX	58.2 pts	30 pts	18.33 pts	9.87 pts	-	-
Exemplifi	56.16 pts	23.33 pts	10 pts	22.83 pts	-	-
MPISoft	35.15 pts	3.33 pts	6.67 pts	25.15 pts	-	-
Valestorm	35.06 pts	16.67 pts	10 pts	8.39 pts	-	-

November 8, 2022

To: Purchasing Department

From: Alison Gleason, Technology Services

Subject: 22RFP103 Website Re-Design, New Content Management Platform

Re: RFP Evaluation

An RFP was advertised in Bonfire for Website Re-Design, New Content Management Platform. In response to Solicitation #22RFP103 the Purchasing Department received 10 proposals desiring to provide Website Re-Design, New Content Management Platform for Williamson County.

The Evaluation Committee, with Purchasing Department overview, reviewed the proposals. Of those ten (10) three (3) were short-listed and interviewed. After review, the committee suggests CivicPlus, Inc. is the best overall selection for Website Re-Design, New Content Management Platform for Williamson County.

The Williamson County Technology Services recommends that CivicPlus, Inc. be awarded the Website Re-Design, New Content Management Platform contract for Williamson County. - Solicitation #22RFP103.

Sincerely,

Alison Gleason
Deputy Chief Information Officer
Williamson County Technology Services

512.943.1680
agleason@wilco.org www.wilco.org
301 SE Inner Loop, Suite 105
Georgetown, Texas 78626

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM
RFP #22RFP103 - Website Re-Design &
New Content Management Platform Project

(CivicPlus, LLC)

Important Notice: To the extent applicable, 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 AGREEMENT for Williamson County Solicitation #22RFP103 for Website Re-Design & New Content Management Platform Project is made and entered into by and between **Williamson County, Texas** (hereinafter "Client" or "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **CivicPlus, LLC** (hereinafter "CivicPlus" or "Service Provider") with offices located at 302 South 4th St. Suite 500, Manhattan, KS 66502. County agrees to engage CivicPlus as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. This Williamson County Addendum;
B. Williamson County Request for Proposal #22RFP103, including addenda;
C. CivicPlus Response to Williamson County Request for Proposal #22RFP103,
D. Quote #Q-27249-1 dated October 12, 2022 with Statement of Work ("SOW") & Service Level Agreement ("SLA"); and
E. CivicPlus Master Services Agreement located at: https://www.civicplus.com/master-services-agreement ("MSA").

In the event a dispute arises between terms and conditions of: 1) this Williamson County Addendum; (2) Williamson County Request for Proposal #22RFP123, including addenda; (3) CivicPlus Response to Williamson County Request for Proposal #22RFP123, (4) Quote #Q-27249-1 dated October 12, 2022 with Statement of Work ("SOW") & Service Level Agreement ("SLA"); and 5) CivicPlus Master Services Agreement located at https://www.civicplus.com/master-services- agreement, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) this Williamson County Addendum; (2) Quote #Q-27249-1 dated October 12, 2022 with Statement of Work ("SOW") & Service Level Agreement ("SLA"); (3) CivicPlus Master Services Agreement located at https://www.civicplus.com/master-services-agreement ("MSA"); (4) CivicPlus Response to Williamson County Request for Proposal #22RFP123th; and (5) Williamson County Request for Proposal #22RFP123, including addenda.

II.

Effective Date and Term: This Agreement shall be in full force and effect when signed by all parties, and the initial term of this Agreement shall be three (3) consecutive twelve (12) month periods from the effective date, unless terminated sooner pursuant to the county's right to termination for convenience set forth below in Paragraph V. The agreement may be renewed for two (2) 12-month periods beyond the initial term at the discretion of the County.

III.

Compliance with All Laws: Both Client and CivicPlus agree and will comply with all applicable local, state or federal requirements with respect to the services rendered.

IV.

Consideration and Texas Prompt Payment Act Compliance: Service Provider will be compensated based on CivicPlus's Response to #22RFP103. **This Agreement is subject to a not-to-exceed amount of one-hundred thirty-nine thousand eight hundred forty-four dollars and sixty-five cents ($139,844.65) for year one (1) and annual reoccurring services of forty-three thousand seven hundred eleven dollars ($43,711.00) for year two (2).** Client's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Client receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Client in accordance with Texas

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

V.

Termination for Convenience: After the first twelve (12) months, this agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving sixty (60) days written notice thereof. In the event of termination, Client will only be liable for its pro rata share of services rendered and goods actually received.

VI.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement. The County does not agree to arbitration.

VII.

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

VIII.

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

IX.

No Assignment: This Agreement may not be assigned without the County's prior written consent. Notwithstanding the foregoing, CivicPlus may assign and transfer all of its rights under this Agreement by a sale of all of its assets or merger.

X.

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

XI.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

XII.

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

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:	CIVIC PLUS, LLC:
_____	_____
Authorized Signature	Authorized Signature
Date: _____, 2022	Date: November 7, 2022

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-27249-1
Date: 7/14/2022 6:44 PM
Expires On: 10/12/2022

Client:
WILLIAMSON COUNTY, TEXAS

Bill To:
WILLIAMSON COUNTY, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Craig Frederick	x	frederick@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable	USD 9,013.00
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable	USD 998.00
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable	USD 75.00
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup https://www.wilco.org/	One-time	USD 134.30
1.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee (https://www.wilco.org/)	Renewable	USD 189.00
1.00	Ultimate Implementation - CivicEngage Central	Ultimate Implementation - CivicEngage Central	One-time	USD 36,144.90
1.00	4yr Redesign Ultimate Annual - CivicEngage	4yr Redesign Ultimate Annual - CivicEngage	Renewable	USD 6,726.00
700.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time	USD 23,800.00
20.00	System Training (4h, virtual) - CivicEngage	CivicEngage System Training - Virtual, Half Day Block	One-time	USD 12,750.00
1.00	Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	One-time	USD 722.50
1.00	CivicEngage Custom IdP Integration Package	Custom IdP Integration Package Custom IdP Integration Annual Fee Custom IdP Integration Implementation Fee	Renewable	USD 0.00

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicEngage Custom IdP Integration Annual Fee	Custom IdP Integration Annual Fee	Renewable	USD 1,575.00
1.00	CivicEngage Custom IdP Integration Implementation Fee	Custom IdP Integration Implementation Fee	One-time	USD 1,338.75
1.00	Ultimate Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors, Design Styles; follows main site layout.		USD 0.00
1.00	Ultimate Department Header Annual Fee - CivicEngage	Ultimate Department Header Annual Fee: Adult Probation	Renewable	USD 1,103.00
1.00	Ultimate Department Header Implementation - CivicEngage	Ultimate Department Header Implementation: http://adultprobation.net	One-time	USD 5,176.50
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews): http://adultprobation.net	Renewable	USD 75.00
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup: http://adultprobation.net	One-time	USD 134.30
1.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee: http://adultprobation.net	Renewable	USD 189.00
1.00	Ultimate Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors, Design Styles; follows main site layout.		USD 0.00
1.00	Ultimate Department Header Annual Fee - CivicEngage	Ultimate Department Header Annual Fee: History	Renewable	USD 1,103.00
1.00	Ultimate Department Header Implementation - CivicEngage	Ultimate Department Header Implementation: https://history.wilco.org	One-time	USD 5,176.50
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews): https://history.wilco.org	Renewable	USD 75.00
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup: https://history.wilco.org	One-time	USD 134.30
1.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee: https://history.wilco.org	Renewable	USD 189.00
1.00	Ultimate Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors, Design Styles; follows main site layout.		USD 0.00
1.00	Ultimate Department Header Annual Fee - CivicEngage	Ultimate Department Header Annual Fee: Road Bond	Renewable	USD 1,103.00
1.00	Ultimate Department Header Implementation - CivicEngage	Ultimate Department Header Implementation: https://roadbond.wilco.org	One-time	USD 5,176.50

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews): https://roadbond.wilco.org	Renewable	USD 75.00
1.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee: https://roadbond.wilco.org	Renewable	USD 189.00
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup: https://roadbond.wilco.org	One-time	USD 134.30
1.00	Ultimate Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors, Design Styles; follows main site layout.		USD 0.00
1.00	Ultimate Department Header Annual Fee - CivicEngage	Ultimate Department Header Annual Fee: Pets	Renewable	USD 1,103.00
1.00	Ultimate Department Header Implementation - CivicEngage	Ultimate Department Header Implementation: https://pets.wilco.org	One-time	USD 5,176.50
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews): https://pets.wilco.org	Renewable	USD 75.00
1.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee: https://pets.wilco.org	Renewable	USD 189.00
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup: https://pets.wilco.org	One-time	USD 134.30
1.00	Design Center Pro Bundle - CivicEngage Central	Includes Annual Subscription, Implementation, and 1 Block of Training (Up to 2 individuals - 4 Hours)		USD 0.00
1.00	Design Center Pro Annual Fee - CivicEngage Central	Design Center Pro Annual Fee	Renewable	USD 5,245.00
1.00	Design Center Pro Implementation - CivicEngage Central	Design Center Pro Implementation	One-time	USD 0.00
1.00	Design Center Pro Training (4h, virtual) - CivicEngage	Up to 1/2 day virtual instruction with live instructor. (Pricing per two (2) seats)	One-time	USD 0.00
1.00	AudioEye Managed	AudioEye Managed: (https://www.wilco.org/)	Renewable	USD 10,170.00
1.00	Platinum Hosting & Security - CivicEngage	Platinum Hosting & Security per domain (must be purchased for each)	Renewable	USD 4,252.00

~~List Price - Year 1 Total~~	~~USD 176,421.00~~
Total Investment - Year 1	USD 139,844.65
Annual Recurring Services - Year 2	USD 43,711.00
Annual Recurring Services – Year 3	USD 45,896.55
Annual Recurring Services – Year 4	USD 48,191.38
Annual Recurring Services – Year 5	USD 50,600.95

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at https://www.civicplus.com/master-services-agreement ("MSA"), to which this SOW is hereby attached as the Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 will be invoiced as follows:
   a. The earlier of 30 days from signing or upon completion of the project kickoff call, thirty percent (30%) of the Total Investment Year 1 Fees;
   b. The earlier of 6 months from signing or upon completion of Implementation, the remaining seventy percent (70%) of the Total Investment Year 1.

4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 3 of service. Client will pay all invoices within 30 days of the date of such invoice. If Client's use of the Design Center module results in a loss in website or software function or other issue requiring CivicPlus resources to remedy, Client will be charged an hourly fee of $160 for such resources.

5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the Project Development.

6. **If** a Recurring Redesign line item is included with the Client's quote in this SOW, starting after 48 months of continuous service under this SOW, Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after 48 months of continuous service. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after another 48 months of continuous service. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers included in this SOW only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.

7. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: https://www.civicplus.com/master-services-agreement.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By: _____	By: _____
Name: _____	Name: Amy Vikander
Title: _____	Title: Senior VP of Customer Success
Date: _____	Date: 11/7/2022

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ ]

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

AUDIOEYE MANAGED
STATEMENT OF WORK

This Statement of Work (the "SOW"), effective as of the later of the two dates accompanying the signatures below ("Effective Date"), is entered into and governed under the Master Services Agreement (the "Agreement") between CivicPlus, LLC ("CivicPlus") and Williamson County, Texas ("Client"). Services performed by CivicPlus under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Agreement. If there is a conflict between this SOW and the Agreement, the terms and conditions of this SOW shall prevail. Capitalized terms used in this SOW but not defined herein shall have the meaning set forth in the Agreement. The responsibilities of CivicPlus and Client are defined below.

1. TERM

The duration of this AudioEye Platform Subscription and SOW is approximately 12 months, commencing on or about the Effective Date.

2. SERVICES ORDERED & COSTS

AudioEye will provide the following SaaS Subscription:

Web Accessibility Solutions Subscription Order	**12 Month Term**
Product	**Subscription Cost**
AudioEye Managed	$10,170 per domain
Total Subscription Cost*	$10,170per domain*

The subscription purchased hereunder applies only to the Authorized Domain(s) listed in the table, below.

Upon execution of The Parties agree pricing herein is included with, and not in addition to, pricing described in Quote Q-27249-1 to which this SOW is attached.
All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).

Authorized Domain(s) Owned and Controlled by Client
https://www.wilco.org/

3. CONTACT INFORMATION

Technical Contact Information

Client will identify a project lead to function as a single point of contact for the project.

Name:_____

Email:_____

Phone:_____

Billing Contact Information

Invoices for fees, associated with this Agreement, should be sent to the following email address(es):

Billing Email:_____

Contact Name:_____ **Billing Address 1:** _____
(if different from Corporate Address provided with MSA)

Contact Email:_____ **Billing Address 1:** _____
(if different from billing email address provided above)

City:_____ **State/Zip:** _____

Payment Method:_____

All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).

STATEMENT OF WORK

APPENDIX A

Package Features / Services

AudioEye Managed

Activation

In coordination with CivicPlus, Client will allow enabled/embed AudioEye JavaScript into the Authorized Domain as initiated by way of an order.

The AudioEye Managed is inclusive of the Features and Services detailed in the table, below.

AudioEye Managed

Features/Services	Details
WCAG Accessibility Reports	Reporting available upon request for point-in-time compliance status and WCAG conformance level.
Automated Global Remediations	Certain common issues of accessibility can be programmatically detected and remediated by AudioEye Dynamic Remediation Technology.
Monitoring	Ongoing evaluation and continuous WCAG testing.
Accessibility Toolbar	Web Personalization Tools that allow end-users to customize their user experience to meet their individual needs. The internationally recognized accessibility icon marks the entrance to the AudioEye Toolbar.
Certification Statement	AudioEye Trusted Certification, which is attestation of a site owner's ongoing commitment to digital inclusion as defined by WCAG Success Criteria. Includes AudioEye Trusted Certification badge.
Accessibility Statement (if applicable)	Standardized accessibility messaging site owners may utilize on their site informing visitors of the digital inclusion efforts underway.
Training (On-Demand Webinar Archive)	User access to archive of recorded Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking

Live Training Webinars	User access to Accessibility Training Seminars covering various topics to encourage digital accessibility best practices and universal design thinking
Manual Assistive Technology Testing	Site-level technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers.
Site Remediation	Automated and manual test results provide feedback for AudioEye Engineers to develop custom, site-specific remediations to fix issues of accessibility. Remediations scripts are served via AudioEye Dynamic Remediation Technology.
Sustainable Testing & Remediation Plan	Official accessibility auditor documentation to assist site owner in addressing any accessibility complaints.

International Language Support:

27 Languages/Dialects supported for display within the Ally Toolbar. Valid language attribute must be present in source. Supported languages, include:

- Arabic
- Cantonese (Hong Kong S.A.R.)
- Catalan (Catalan)
- Chinese (Taiwan)
- Chinese (People's Republic of China)
- Czech (Czech Republic)
- Danish (Denmark)
- Dutch (Netherlands)
- English (United States)
- English (United Kingdom)
- Finnish (Finland)
- French (France)
- French (Canada)
- German (Germany)
- Greek (Greece)
- Hungarian (Hungary)
- Italian (Italy)
- Japanese (Japan)
- Korean (Korea)
- Norwegian (Norway)
- Polish (Poland)
- Portuguese (Portugal)
- Portuguese (Brazil)
- Russian (Russia)
- Spanish (Spain)
- Spanish (Mexico)
- Swedish (Sweden)

4. WEB ACCESSIBILITY COMPLIANCE REPRESENTATIONS & WARRANTIES

AudioEye continually monitors the relevant World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG) to improve conformance with WCAG guidelines and to eradicate issues of accessibility that may impede access for persons with disabilities.

AudioEye periodically monitors current law and practice regarding digital accessibility compliance including, but not limited to the Americans with Disabilities Act (ADA) and other similar state and international laws.

AudioEye has and will continue to take steps necessary to help improve and maintain equal access to Client website(s).

AudioEye monitors Client website(s) and/or the platform hosting Client website(s) to take the steps necessary to improve conformance with WCAG standards.

AudioEye evaluates Client website(s) and/or the platform hosting Client website(s) on a periodic basis to improve conformance with WCAG standards.

AudioEye periodically reviews automated and manual test results to develop remediations to Client website(s) and/or the platform hosting Client website(s) to increase conformance with WCAG Success Criteria.

AudioEye provides support and training resources and hosts training seminars that promote accessibility best practices including, but not limited to, universal design, WCAG Success Criteria, video captioning, and document remediation.

AudioEye works with and/or takes measures to provide product stakeholders in charge of managing the platform hosting Client website(s) with information a) to improve the accessibility of the platform hosting Client website(s), the site template, and web components that comprise Client website(s), b) to incorporate accessibility into the design process, and c) to better ensure an optimal user experience for individuals with disabilities.

AudioEye supports a 24/7 help desk for site visitors, which enables them to report accessibility issues and grievances should they be encountered. AudioEye prioritizes the remediation of validated issues as submitted via the Help Desk.

AudioEye provides technical analysis and functional usability testing (manual testing) of Client website(s) and/or the platform hosting Client website(s), which is conducted by assistive technology (AT) testers.

Via proprietary and patented AudioEye Dynamic Remediation Technology, AudioEye remediates issues of accessibility identified within Client website(s) and/or the platform hosting Client website(s) and conducts retesting of issues to validate usability of remediated content and functionality.

AudioEye provides limited to full implementation of the AudioEye Toolbar, which provides web personalization tools permitting site visitors to customize their user experience to meet individual needs.

5. ASSUMPTIONS

To streamline communication during the project, Client will be assigned an account manager who will be responsible for the quality and timeliness of all deliverables. The account manager will oversee and track the progress of the entire project and will be available to escalate concerns.

Website/Platform updates or structural changes that impact existing CSS ID/class selector attributes may require re-configuration and subsequent testing that demands a level of effort beyond the typical maintenance included with the AudioEye Services.

AudioEye engineers do not make any changes to the web environment that impact the visual display of the website. Required changes that impact visual display require collaboration with

Client and any visual changes implemented through the AudioEye Services require sign-off from Client. In many cases, these changes are implemented by Client at the source. For deficiencies impacting visual display or site structure/features/functions, AudioEye to obtain written permission from Client to provision and apply the required fixes. AudioEye shall not be held liable for delays impacting, if applicable, delivery timelines pertaining to Client supplying AudioEye with written approvals.

For any Success Criteria that cannot be met through the application of fixes facilitated through the AudioEye Services and applied to the frontend website/application through the AudioEye JavaScript, AudioEye collaborates, via CivicPlus, with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Client's site visitors. AudioEye to provide the necessary tools and/or instruction, allowing CivicPlus to implement fixes within the CMS product source ("Platform Remediation").

For each project, the start date of Activation is determined by AudioEye.

AudioEye shall issue an AudioEye Trusted Certification indicating that Client has a commitment to accessibility and inclusion in striving to maximize and continually improve conformance with the informative guidance supplied through W3C WCAG. If applicable, certification statements may indicate conformance exclusions and/or statements of partial conformance and/or reference to on-demand source feedback reports to inform end-users about features/functions that do not conform to the target standard and/or remain a work in a progress.

Common exclusions resulting in conformance clarifications, as documented through source feedback reports, include: flash objects, highly visual/dynamic display widgets/modules, high volume content changes, maps, inaccessible PDFs, videos without captioning and/or audio descriptions, and 3rd party content.

6. CLIENT RESPONSIBILITIES

Client will identify a project lead to function as a single point of contact for the project.

Client will make all reasonable efforts to address conformance exclusions indicated within the source remediation report.

Client will make all reasonable efforts to educate AudioEye on the specific technical constraints of its Web environment, including details about its publication and hosting environments.

Prior to execution of this Agreement, Client to inform AudioEye of anticipated traffic exceeding 20 million monthly impressions. Client understands and agrees that AudioEye will charge Client the following overage fees, to be billed at the end of the current month, in which the overage occurred: $52 per million impressions above and beyond the monthly allotment. Please note: some single page requests may make multiple requests to AudioEye, and, therefore, trigger multiple impressions (i.e. iFrames on the page).

Client to provide advanced notification to AudioEye prior to implementing or removing the AudioEye JavaScript within their web environment, including but not limited to Client's production, staging, UAT, development, and/or sandbox environment(s).

Client will provide AudioEye with feedback, comments, approvals and acceptance on all deliverables in a timely manner.

If Client receives a legal demand letter or is served a legal notice, Client may request a sustainable testing and remediation (STAR) plan (aka auditor notification letter) to inform plaintiff of the proactive steps already taken and being taken by Client to ensure digital inclusion. Should plaintiff continue to pursue their legal efforts, Client may request consulting or legal support services, which may be separate from and in addition to the Services included in this SOW.

Client will make all reasonable efforts to send project and accessibility stakeholders to attend online accessibility training presentations provided by AudioEye.

7. CHANGE CONTROL PROCEDURES

To make a change to this SOW, Client will submit a written request to CivicPlus specifying the proposed changes in detail. CivicPlus will submit to Client an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the services ("Change Order") stated within this SOW. AudioEye will continue performing the services in accordance with this SOW until the CivicPlus and Client agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation. No additional fees shall be incurred without Client's prior written authorization.

Platinum Hosting, Support and Service Level Agreement

Hosting Details

Data Center	• Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring
Hosting	• Automated CivicEngage Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Bandwidth	• Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • 45 Gb/s burst bandwidth
Disaster Recovery	• Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 2 hours • Guaranteed recovery POINT objective (RPO) of 1 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers

DDoS Mitigation	• Defined DDoS Attack Process
	  • Identify attack source
	  • Identify type of attack
	  • Monitor attack for threshold engagement
	• DDOS Advanced Security Coverage
	  • Continuous DDoS mitigation coverage
	  • Content Distribution Network support
	  • Proxy server support
	  • Live User Detection service

Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' CivicEngage and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within four hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is $175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding CivicEngage or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	**Maintenance of CivicPlus CivicEngage**
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License

CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make CivicEngager available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the website was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
    - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
    - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month (beginning with the first full month of service) in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9%	1% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of CivicEngage or any other CivicEngage performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the CivicEngage in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to insure that in the event of a disaster that make the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective	**Service Credit Percentage**
2 Hours	10% of one month's fee
Recovery Point Objective	**Service Credit Percentage**
1 Hour	10% of one month's fee

Williamson County TX | CivicEngage Ultimate SAMPLE

SAMPLE TIMELINE

Project Phase Name	Project Task Name	Task Description	Calculated Start Date	Calculated End Date
SAMPLE - INITIATE	Project Initiation	CivicEngage completes administrative work to prepare for project.	12/5/2022	12/9/2022
SAMPLE - INITIATE	Project Kickoff Meeting	CivicEngage meets with client to set expectations for website implementation process and assign Client Deliverables.	12/12/2022	12/16/2022
SAMPLE - EDUCATE - Virtual	Training Coordination	Trainer will review documentation and connect with client to discuss training schedule, logistics and technology requirements to prepare for engagement. Trainer completes internal coordination for engagement.	12/19/2022	12/30/2022
SAMPLE - ANALYZE	Client - Deliverables	Client submits deliverables as outlined.	12/19/2022	12/30/2022
SAMPLE - INITIATE	Planning & Scheduling	CivicEngage coordinates project timeline and resources.	12/19/2022	12/23/2022
SAMPLE - INITIATE	Client - Project Timeline Approval	Client submits Project Timeline Approval Form.	12/19/2022	12/30/2022
SAMPLE - CONTENT	Site Map Creation	CivicEngage creates site map documenting existing website.	12/19/2022	12/23/2022
SAMPLE - CONTENT	Website Content Review	CivicEngage conducts review of existing website.	12/26/2022	12/30/2022
SAMPLE - ANALYZE	Design Discovery Meeting	CivicEngage meets with client to discuss design preferences and strategy.	1/2/2023	1/6/2023
SAMPLE - ANALYZE	Mood Board & Layout Creation	CivicEngage prepares layout and mood board.	1/9/2023	1/13/2023
SAMPLE - ANALYZE	Mood Board & Layout Approval	Client submits Layout & Mood Board Approval Form.	1/16/2023	1/20/2023
SAMPLE - CONTENT	Content Process Meeting	CivicEngage meets with client to provide overview of content development process and assign tasks for content preparation.	1/16/2023	1/20/2023
SAMPLE - EDUCATE - Virtual	Training Engagement	Trainer delivers product training.	1/23/2023	4/28/2023
SAMPLE - DESIGN & CONFIGURE	Design Creation/Prep/Set up	CivicEngage creates design concept	1/23/2023	1/27/2023

SAMPLE - CONTENT	Content Preparation and Updates	Client reviews and updates existing website in preparation for content development. *Updates must be made prior to due date to be included in Content Implementation.	1/23/2023	2/3/2023
SAMPLE - DESIGN & CONFIGURE	Quality Control - Design/Setup	CivicEngage performs quality review of Design Concept.	1/30/2023	2/3/2023
SAMPLE - DHP - Ultimate - 4 of 4	Client Deliverables	Client will submit deliverables as outlined.	2/6/2023	2/10/2023
SAMPLE - DHP - Ultimate - 3 of 4	Client Deliverables	Client will submit deliverables as outlined.	2/6/2023	2/10/2023
SAMPLE - DHP - Ultimate - 2 of 4	Client Deliverables	Client will submit deliverables as outlined.	2/6/2023	2/10/2023
SAMPLE - DHP - Ultimate - 1 of 4	Client Deliverables	Client will submit deliverables as outlined.	2/6/2023	2/10/2023
SAMPLE - DESIGN & CONFIGURE	Design Concept Meeting	CivicEngage meets with client to review design concept in working production environment.	2/6/2023	2/10/2023
SAMPLE - CONTENT	Content Change Tracking	Client reviews and updates existing website in preparation for content development. *Updates must be made prior to due date to be included in Content Implementation.	2/6/2023	3/31/2023
SAMPLE - CONTENT	Content Implementation Setup	Web Content Specialist will prepare project for content implementation.	2/6/2023	2/10/2023
SAMPLE - DHP - Ultimate - 4 of 4	Website Content Review	Web Content Specialist will conduct an initial review of the client's existing website or pages and send recommended global navigation and buttons to the Project Manager.	2/13/2023	2/17/2023
SAMPLE - DHP - Ultimate - 3 of 4	Design Discovery Meeting	Art Director will review and confirm the design preferences indicated on the Design Discovery Form and develop the strategy for the website design.	2/13/2023	2/17/2023
SAMPLE - DHP - Ultimate - 3 of 4	Website Content Review	Web Content Specialist will conduct an initial review of the client's existing website or pages and send recommended global navigation and buttons to the Project Manager.	2/13/2023	2/17/2023
SAMPLE - DESIGN & CONFIGURE	Design Concept Approval	Client submits Design Concept Approval Form. *Formal approval must be received by due date of this task. Submit requested changes to design as soon as possible. Allow five business days from request to receive completed changes.	2/13/2023	2/24/2023

SAMPLE

SAMPLE - DHP - Ultimate - 2 of 4	Website Content Review	Web Content Specialist will conduct an initial review of the client's existing website or pages and send recommended global navigation and buttons to the Project Manager.	2/13/2023	2/17/2023
SAMPLE - DHP - Ultimate - 2 of 4	Design Discovery Meeting	Art Director will review and confirm the design preferences indicated on the Design Discovery Form and develop the strategy for the website design.	2/13/2023	2/17/2023
SAMPLE - DHP - Ultimate - 4 of 4	Design Discovery Meeting	Art Director will review and confirm the design preferences indicated on the Design Discovery Form and develop the strategy for the website design.	2/13/2023	2/17/2023
SAMPLE - DHP - Ultimate - 1 of 4	Website Content Review	Web Content Specialist will conduct an initial review of the client's existing website or pages and send recommended global navigation and buttons to the Project Manager.	2/13/2023	2/17/2023
SAMPLE - DHP - Ultimate - 1 of 4	Design Discovery Meeting	Art Director will review and confirm the design preferences indicated on the Design Discovery Form and develop the strategy for the website design.	2/13/2023	2/17/2023
SAMPLE - CONTENT	Content Implementation	Content Team will apply content service.	2/13/2023	3/17/2023
SAMPLE - DHP - Ultimate - 3 of 4	Design Planning	Art Director will create a plan for the department header based on the client needs and preferences discussed in the Design Discovery Meeting	2/20/2023	2/24/2023
SAMPLE - DHP - Ultimate - 2 of 4	Design Planning	Art Director will create a plan for the department header based on the client needs and preferences discussed in the Design Discovery Meeting	2/20/2023	2/24/2023
SAMPLE - DHP - Ultimate - 4 of 4	Design Planning	Art Director will create a plan for the department header based on the client needs and preferences discussed in the Design Discovery Meeting	2/20/2023	2/24/2023
SAMPLE - DHP - Ultimate - 1 of 4	Design Planning	Art Director will create a plan for the department header based on the client needs and preferences discussed in the Design Discovery Meeting	2/20/2023	2/24/2023
SAMPLE - PLATINUM SECURITY	Platinum Security Conference	Systems Engineer II will conduct a conference call to discuss DNS control, SSL and Domain Redirects.	2/27/2023	3/3/2023

SAMPLE

SAMPLE - DHP - Ultimate - 3 of 4	Ultimate DHP - Design Creation/Prep/Set up	Production Designer will create the Design Concept for the Department Header Package.	2/27/2023	3/3/2023
SAMPLE - CUSTOM IDP	Custom IdP Integration Requirements	Client will gather requirements for Custom IdP Integration setup as detailed in the Custom IdP Integration documentation.	2/27/2023	3/3/2023
SAMPLE - DHP - Ultimate - 2 of 4	Ultimate DHP - Design Creation/Prep/Set up	Production Designer will create the Design Concept for the Department Header Package.	2/27/2023	3/3/2023
SAMPLE - DHP - Ultimate - 1 of 4	Ultimate DHP - Design Creation/Prep/Set up	Production Designer will create the Design Concept for the Department Header Package.	2/27/2023	3/3/2023
SAMPLE - OPTIMIZE	DNS Form	Client will complete the DNS Worksheet to provide details needed to complete setup of website domain. http://civicplusdemo.com/dnsform	2/27/2023	3/10/2023
SAMPLE - DHP - Ultimate - 4 of 4	Ultimate DHP - Design Creation/Prep/Set up	Production Designer will create the Design Concept for the Department Header Package.	2/27/2023	3/3/2023
SAMPLE - DHP - Ultimate - 3 of 4	Quality Control - Design Setup	Art Director will review Department Header Package for quality assurance.	3/6/2023	3/10/2023
SAMPLE - PLATINUM SECURITY	Platinum Security Setup	Systems Engineer II will complete the DNS transfer or CNAME with validations and domain redirect configurations.	3/6/2023	3/24/2023
SAMPLE - DHP - Ultimate - 2 of 4	Quality Control - Design Setup	Art Director will review Department Header Package for quality assurance.	3/6/2023	3/10/2023
SAMPLE - CUSTOM IDP	Custom IdP Integration Setup	Systems Engineer and client will ensure Custom IdP Integration relying party trust is setup and complete testing.	3/6/2023	3/10/2023
SAMPLE - DHP - Ultimate - 3 of 4	Content Reveal Prep	Web Content Specialist will prep the homepage of the Department Header per prep guidelines	3/6/2023	3/10/2023
SAMPLE - DHP - Ultimate - 2 of 4	Content Reveal Prep	Web Content Specialist will prep the homepage of the Department Header per prep guidelines	3/6/2023	3/10/2023
SAMPLE - DHP - Ultimate - 4 of 4	Quality Control - Design Setup	Art Director will review Department Header Package for quality assurance.	3/6/2023	3/10/2023
SAMPLE - DHP - Ultimate - 1 of 4	Content Reveal Prep	Web Content Specialist will prep the homepage of the Department Header per prep guidelines	3/6/2023	3/10/2023

SAMPLE

SAMPLE - DHP - Ultimate - 4 of 4	Content Reveal Prep	Web Content Specialist will prep the homepage of the Department Header per prep guidelines	3/6/2023	3/10/2023
SAMPLE - DHP - Ultimate - 1 of 4	Quality Control - Design Setup	Art Director will review Department Header Package for quality assurance.	3/6/2023	3/10/2023
SAMPLE - DHP - Ultimate - 3 of 4	Design Concept Review & Approval	If necessary, client will provide feedback on the Design Concept. Client will submit the Design Concept Approval Form to indicate approval of final Design Concept. http://civicplusdemo.com/designapproval"	3/13/2023	3/24/2023
SAMPLE - CUSTOM IDP	Custom IdP Testing	Testing instructions from Systems Engineer are completed and a determination is made whether the service is working as expected.	3/13/2023	3/17/2023
SAMPLE - DHP - Ultimate - 2 of 4	Design Concept Review & Approval	If necessary, client will provide feedback on the Design Concept. Client will submit the Design Concept Approval Form to indicate approval of final Design Concept. http://civicplusdemo.com/designapproval"	3/13/2023	3/24/2023
SAMPLE - DHP - Ultimate - 1 of 4	Design Concept Review & Approval	If necessary, client will provide feedback on the Design Concept. Client will submit the Design Concept Approval Form to indicate approval of final Design Concept. http://civicplusdemo.com/designapproval"	3/13/2023	3/24/2023
SAMPLE - DHP - Ultimate - 4 of 4	Design Concept Review & Approval	If necessary, client will provide feedback on the Design Concept. Client will submit the Design Concept Approval Form to indicate approval of final Design Concept. http://civicplusdemo.com/designapproval"	3/13/2023	3/24/2023
SAMPLE - DHP - Ultimate - 3 of 4	DNS Configuration	Systems Engineer will prepare domain name transfer or setup according to the specifications in the submitted DNS Worksheet.	3/20/2023	3/24/2023
SAMPLE - DHP - Ultimate - 2 of 4	DNS Configuration	Systems Engineer will prepare domain name transfer or setup according to the specifications in the submitted DNS Worksheet.	3/20/2023	3/24/2023
SAMPLE - DHP - Ultimate - 4 of 4	DNS Configuration	Systems Engineer will prepare domain name transfer or setup according to the specifications in the submitted DNS Worksheet.	3/20/2023	3/24/2023

SAMPLE

SAMPLE - DHP - Ultimate - 1 of 4	DNS Configuration	Systems Engineer will prepare domain name transfer or setup according to the specifications in the submitted DNS Worksheet.	3/20/2023	3/24/2023
SAMPLE - CONTENT	Quality Control - Content	CivicEngage reviews completed work on production website.	3/20/2023	3/24/2023
SAMPLE - DESIGN CENTER PRO	Training Engagement Coordination	Trainer coordinates the delivery of Design Center Pro training	3/27/2023	4/7/2023
SAMPLE - OPTIMIZE	DNS Configuration	Systems Engineer will prepare domain name transfer or setup according to the specifications in the submitted DNS Worksheet.	3/27/2023	4/7/2023
SAMPLE - OPTIMIZE	SSL Certificate	Project Manager will work with client to ensure an SSL Certificate is obtained prior to launch.	3/27/2023	4/7/2023
SAMPLE - CONTENT	Final Content Report Creation	CivicEngage creates Final Content Report.	3/27/2023	3/31/2023
SAMPLE - OPTIMIZE	Website Reveal Meeting	CivicEngage meets with client to present completed website.	4/3/2023	4/7/2023
SAMPLE - DESIGN CENTER PRO	Design Center Pro Activation	CivicPlus will enable access to Design Center Pro.	4/10/2023	4/14/2023
SAMPLE - DESIGN CENTER PRO	Design Center Pro Training	Trainer delivers Design Center Pro training.	4/10/2023	4/14/2023
SAMPLE - OPTIMIZE	Website Finalization	Client evaluates completed website and confirms expectations met in accordance with contract.	4/10/2023	4/14/2023
SAMPLE - OPTIMIZE	Google Analytics Account Creation	CivicPlus will enable your Google Analytics account on your production site and provide the client with direct access	4/10/2023	4/14/2023
SAMPLE - AUDIOEYE	AudioEye Activation	CivicPlus will request activation of AudioEye on website.	4/17/2023	4/21/2023
SAMPLE - LAUNCH	Website Launch Confirmation Meeting	CivicEngage meets with client to review launch process.	4/17/2023	4/21/2023
SAMPLE - LAUNCH	Website Launch Preparation	Client completes final updates for Website Launch.	4/17/2023	4/21/2023
SAMPLE - DHP - Ultimate - 3 of 4	Department Header Package Launch	Project Manager and Web Content Specialist will meet with the client if necessary to make the Department Header available to the public.	4/24/2023	4/28/2023
SAMPLE - LAUNCH	Website Acceptance	Client submits Website Acceptance Form.	4/24/2023	4/28/2023

SAMPLE

SAMPLE - LAUNCH	Website Launch	New website is scheduled to be made available to public with live domain name.	4/24/2023	4/28/2023
SAMPLE - DHP - Ultimate - 2 of 4	Department Header Package Launch	Project Manager and Web Content Specialist will meet with the client if necessary to make the Department Header available to the public.	4/24/2023	4/28/2023
SAMPLE - DHP - Ultimate - 1 of 4	Department Header Package Launch	Project Manager and Web Content Specialist will meet with the client if necessary to make the Department Header available to the public.	4/24/2023	4/28/2023
SAMPLE - DHP - Ultimate - 4 of 4	Department Header Package Launch	Project Manager and Web Content Specialist will meet with the client if necessary to make the Department Header available to the public.	4/24/2023	4/28/2023
SAMPLE - LAUNCH	Project Close Procedures	CivicEngage completes administrative tasks to transition project from implementation to client care.	5/1/2023	5/5/2023

SAMPLE

CivicPlus

Master Services Agreement

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the client entity identified on the SOW ("Client"). This Agreement governs the use and provision of any Services purchased by Client, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution or codification services by CivicPlus for Client. CivicPlus and Client referred to herein individually as "Party" and jointly as "Parties".

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content management software solutions, platforms and associated services (the "Services"); and

II. WHEREAS, Client wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Client, or Services are being provided by CivicPlus to Client, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client's Services, as defined in the SOW ("Project Development"), shall immediately become due in full and payable. Sections 7, 8, 10, 14, 15, 18, 32-34, 42, and 43 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Client will pay the amounts owed to CivicPlus for the Project Development, subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is

required to be filled out and submitted by Client (the "Contact Sheet"). Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Client will maintain and promptly update the Contact Sheet information if it should change. Upon Client's request, CivicPlus will mail hard-copy invoices for a $5.00 convenience fee.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of services during Project Development, if a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Client does not show up for scheduled meetings or trainings), Client agreesto reimburse CivicPlus for such fees, not to exceed $1,000 per CivicPlus employee. CivicPlus shall notify Client prior to incurringsuch expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Client will assume full responsibility for Client Content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. Client hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Client Content as necessary to provide the Services. Client represents and warrants that Client owns all Client Content or that Client has permission from the rightful owner to use each of the elements of Client Content; and that Client has all rights necessary for CivicPlus to use the Client Content in connection with providing the Services.

9. At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Client will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus

Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property aretrademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Client and its Users are granted a limited license to access Documentation as needed. Client shall not copy, download, distribute, or make derivatives of the Documentation.

13. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that CivicPlus creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. If Client disputes any change, then CivicPlus shall use its reasonable best efforts to resolve the dispute.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Client to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Client hereunder constitute, collectively, the "Feedback"). Client hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. Unless prohibited by the law of Client's state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney's fees, of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Client.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf. During Project Development, Client will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users'

personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

19. Client is responsible for all activity that occurs under Client's accounts by or on behalf of Client. Client agrees to (a) be solely responsible for all designated and authorized individuals chosen by Client ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Client data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Client has selected to integrate any of its Services with.

22. If implementation services, such as consulting or training, are purchased by Client and are not used solely due to the inaction or unresponsiveness of Client during the implementation period, then these services shall expire within 30 days after implementation closeout. The Client may choose to re-schedule any unused implementation services during this 30 day period as mutually agreed upon by the Parties. Any implementation services that have not been used or rescheduled shall be marked complete and closed upon the expiration of the 30 day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Client data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Client; or (d) in compliance with our Privacy Policy, CivicPlus will not modify Client data or disclose Client data, unless specifically directed by Client or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Client authorization.

24. Client acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Client data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Client's data.

25. CivicPlus may offer Client the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Client. In connection with any such third-party application agreed to by Client, Client acknowledges and agrees that CivicPlus may allow the third-party providers access to Client data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Client to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Client's use of such third-party application.

26. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Client will have 24/7 access to the online

CivicPlus Help Center (civicplus.help) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineersserve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Client delegated Users may receivetutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Client will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to obtain each product's support hours, review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new).After-hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Client at the time of the request and will be subject to Client acceptance and invoiced the next business day following the non-emergencysupport. CivicPlus shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Client will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Client hereby authorizes CivicPlus to use Client's name and logo on CivicPlus's website and in sales and marketing presentations. Such authorization may be withdrawn by Client at any time for any reason or no reason at all upon written notice to CivicPlus. Client may publicly refer to itself as a customer of the CivicPlus Services, including on Client's website and in sales presentations. Notwithstanding the foregoing, Each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this §31. In no event will either party issue a press release publicly announcing this relationship without the approval of the other party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Recurring Services amounts paid by Client in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance

of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Client that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third party service, web hosting service, or server not authorized by CivicPlus.

37. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CLIENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Client will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Client agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement .

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

46. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Client.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Client with written notice describing such change via email or through its website. Client's continued use of the Services following such updates constitutes Client's acceptance of the same. In the event Client rejects the update to the terms herein, Client must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

Commissioners Court - Regular Session **31.**

Meeting Date: 11/22/2022

Liberty Hill Bypass NWP14 PCN

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Nationwide Permit 14 Pre-construction Notification (NWP14 PCN) to the U.S. Army Corps of Engineers (USACE). The application is required as part of the Due Diligence Environmental Investigations for the Liberty Hill Bypass Project in Commissioner Pct. 2. Project: P346 Funding Source: 2019 Road Bond

Background

The Liberty Hill Bypass Project requires USACE approval of the NWP14 PCN prior to construction. The permit authorizes activities required for the construction, expansion, modification, or improvement of a linear transportation project in Waters of the U.S. along Liberty Hill Bypass from RM 1869 to Baghdad Road to satisfy environmental due diligence requirements. USACE is the lead agency and will consult with the US Fish and Wildlife Service concerning potential impacts to federally listed threatened or endangered species or critical habitat potentially affected by the project. A Permit Application and Authorized Agent Form is required to authorize an employee of SWCA to submit the NWP14 PCN application to the USACE for review and approval on behalf of the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LibertyHillBypass-NWP14_PCN

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:53 AM
Form Started By: Marie Walters		Started On: 11/17/2022 11:17 AM
Final Approval Date: 11/17/2022		

U.S. Army Corps of Engineers (USACE)
Fort Worth District

Nationwide Permit (NWP) Pre-Construction Notification (PCN) Form

This form integrates requirements of the Nationwide Permit Program within the Fort Worth District, including General and Regional Conditions. Please consult instructions included at the end prior to completing this form.

Contents

- **Description of NWP 14**
- **Part I:** NWP Conditions and Requirements Checklist
  - General Conditions Checklist
  - NWP 14-Specific Requirements Checklist
  - Regional Conditions Checklist
- **Part II:** Project Information Form
- **Part III:** Project Impacts and Mitigation Form
- **Part IV:** Attachments Form
- **Instructions**

DESCRIPTION OF NWP 14 – LINEAR TRANSPORTATION PROJECTS

Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States (U.S.). For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the U.S. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the U.S. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Part I: NWP Conditions and Requirements Checklist

To ensure compliance with the General Conditions (GC), in order for an authorization by a NWP to be valid, please answer the following questions:

1. **Navigation (Applies to Section 10 waters [i.e. navigable waters of the U.S.], see instruction 4 for link to list):**
   a. Does the project cause more than a minimal adverse effect on navigation?
   ☐ Yes ☐ No ☒ N/A

b. Does the project require the installation and maintenance of any safety lights and signals prescribed by the U.S. Coast Guard on authorized facilities in navigable waters of the U.S.?
☐ Yes ☐ No ☒ N/A

c. Does the Applicant understand and agree that if future operations by the U.S. require the removal, relocation, or other alteration of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Applicant will be required, upon due notice from the USACE, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the U.S.; and no claim shall be made against the U.S. on account of any such removal or alteration?
☐ Yes ☐ No ☒ N/A

If you answered yes to question a. or b. above, or if you answered no to question c. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application: N/A

2. Aquatic Life Movements:

a. Does the project substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area? ☐ Yes ☒ No

b. Is the project's primary purpose to impound water? ☐ Yes ☒ No

c. Will culverts placed in streams be installed to maintain low flow conditions to sustain the movement of those aquatic species? ☒ Yes ☐ No ☐ N/A

If you answered yes to question a. or b. above, or if you answered no to question c. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application: N/A

3. Spawning Areas:

a. Does the project avoid spawning areas during the spawning season to the maximum extent practicable? ☒ Yes ☐ No ☐ N/A

b. Does the project result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area?
☐ Yes ☒ No ☐ N/A

If you answered no to question a. above, or if you answered yes to question b. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application: N/A

4. Migratory Bird Breeding Areas:

a. Does the project avoid waters of the U.S. that serve as breeding areas for migratory birds to the maximum extent practicable? ☒ Yes ☐ No ☐ N/A

If you answered no to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:
N/A

5. Shellfish Beds:

a. Does the project occur in areas of concentrated shellfish populations? ☐ Yes ☒ No

If you answered yes to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:
N/A

6. Suitable Material:

a. Does the project use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.)?
☐ Yes ☒ No

b. Is the material used for construction or discharged in a water of the U.S. free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act)? ☒ Yes ☐ No

If you answered yes to question a. above, or if you answered no to question b. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application: **N/A**

7. Water Supply Intakes:

a. Does the project occur in the proximity of a public water supply intake? ☐ Yes ☒ No

If you answered yes to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:
N/A

8. Adverse Effects From Impoundments:

a. Does the project create an impoundment of water? ☐ Yes ☒ No

b. If you answered yes to question a. above, are the adverse effects (to the aquatic system due to accelerating the passage of water, and/or restricting its flow) minimized to the maximum extent practicable? ☐ Yes ☐ No ☒ N/A

If you answered no to question b. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:
N/A

9. Management of Water Flows:

a. Does the project maintain the pre-construction course, condition, capacity, and location of open waters to the maximum extent practicable, for each activity, including stream channelization and storm water management activities? ☒ Yes ☐ No

b. Will the project be constructed to withstand expected high flows? ☒ Yes ☐ No

c. Will the project restrict or impede the passage of normal or high flows? ☐ Yes ☒ No

If you answered no to question a. or b. above, or if you answered yes to question c. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:
N/A

10. Fills Within 100-Year Floodplains:

a. Does the project comply with applicable FEMA-approved state or local floodplain management requirements? ☒ Yes ☐ No ☐ N/A

If you answered no to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:
N/A

11. Equipment:

a. Will heavy equipment working in wetlands or mudflats be placed on mats, or other measures be taken to minimize soil disturbance? ☒ Yes ☐ No ☐ N/A

If you answered no to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:
The project does not anticipate heavy equipment working in wetlands. Wetlands will be avoided to the extent practicable. However, mats will be utilized if wetlands cannot be avoided during construction.

12. Soil Erosion and Sediment Controls:

a. Will the project use appropriate soil erosion and sediment controls and maintain them in effective operating condition throughout construction? ☒ Yes ☐ No

b. Will all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, be permanently stabilized at the earliest practicable date? ☒ Yes ☐ No

c. Be aware that if work will be conducted within waters of the U.S., Applicants are encouraged to perform that work during periods of low-flow or no-flow.

If you answered no to question a. or b. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application: **N/A**

13. Removal of Temporary Fills:

a. Will temporary fills be removed in their entirety and the affected areas returned to pre-construction elevations? ☐ Yes ☐ No ☒ N/A

b. Will the affected areas be revegetated, as appropriate? ☐ Yes ☐ No ☒ N/A

If you answered no to question a. or b. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application: **This project does not include temporary fills.**

14. Proper Maintenance:

a. Will any authorized structure or fill be properly maintained, including maintenance to ensure public safety? ☒ Yes ☐ No

If you answered no to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:
N/A

15. Single and Complete Project:

a. Does the Applicant certify that the project is a "single and complete project" as defined below? ☒ Yes ☐ No

Single and complete project:

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of "independent utility"). Single and complete non-linear projects may not be "piecemealed" to avoid the limits in an NWP authorization.

Independent utility: Defined as a test to determine what constitutes a single and complete non-linear project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

16. Wild and Scenic River:

There are no Wild and Scenic Rivers within the geographic boundaries of the Fort Worth District. Therefore, this GC does not apply.

17. Tribal Rights:

a. Will the project or its operation impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights? ☐ Yes ☒ No ☐ N/A

If you answered yes to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:
N/A

18. Endangered Species (see also Box 8 in Part III):

a. Is the project likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or will the project directly or indirectly destroy or adversely modify the critical habitat of such species? ☐ Yes ☒ No

b. Might the project affect any listed species or designated critical habitat? ☒ Yes ☐ No

c. Is any listed species or designated critical habitat in the vicinity of the project? ☐ Yes ☒ No

d. If the project "may affect" a listed species or critical habitat, has Section 7 consultation addressing the effects of the proposed activity been completed? ☐ Yes ☒ No ☐ N/A

If you answered yes to question a. or b. or c. above, or if you answered no to question d. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:
The project will implement BMPs to minimize impacts to potential species located within the project area. In addition, golden-cheeked warbler habitat mitigation will be utilized through the Williamson County Regional Habitat Conservation Plan.

19. Migratory Birds and Bald and Golden Eagles:

a. Does the project have the potential to impact nests, nesting sites, or rookeries of migratory birds, bald or golden eagles? ☐ Yes ☒ No ☐ N/A

If you answered yes to question a. above, you are responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to obtain any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act.

20. Historic Properties (see also Box 9 in Part III):

a. Does the project have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties? ☐ Yes ☒ No ☐ N/A

If you answered yes to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:
N/A

21. Discovery of Previously Unknown Remains and Artifacts:

If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, *you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed*. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters:

a. Will the project impact critical resource waters, which include NOAA-designated marine sanctuaries, National Estuarine Research Reserves, state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the district engineer after notice and opportunity for public comment? ☐ Yes ☒ No

If you answered yes to question a. above, be aware that discharges of dredged or fill material into waters of the U.S. are not authorized by NWP 14 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

23. Mitigation (see also Box 10 in Part III):

a. Will the project include appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal? ☐ Yes ☒ No

If you answered no to question a. above, please include an explanation in Box 10 of why no mitigation would be necessary in order to be in compliance with this GC or be aware that the project would require an individual permit application.

24. Safety of Impoundment Structures:

a. Has the impoundment structure been safely designed to comply with established state dam safety criteria or has it been designed by qualified persons?? ☐ Yes ☐ No ☒ N/A

If you answered yes to question a. above, non-federal applicants may be required to provide documentation that the design has been independently reviewed by similarly qualified persons with appropriate modifications to ensure safety. If you answered no, please include an explanation in Box 10 of why the structure is exempt from state dam safety criteria or be aware that the project may require an individual permit application.

25. Water Quality (see also Box 11 in Part III):

a. If in Texas, does the project comply with the conditions of the TCEQ water quality certification for NWP 14? ☒ Yes ☐ No ☐ N/A

b. If in "Indian Country," does the project comply with the conditions of the EPA water quality certification for NWPs? ☐ Yes ☐ No ☒ N/A

c. If in Louisiana, does the project comply with the conditions of the LADEQ water quality certification for NWP 14? ☐ Yes ☐ No ☒ N/A

If you answered no to question a. or b. above, please be aware that the project would require an individual permit application.

26. Coastal Zone Management:

The Fort Worth District does not cover any Coastal Zone; therefore, this GC does not apply.

27. Regional and Case-By-Case Conditions:

See the attached Regional Conditions checklist to ensure compliance with this GC.

28. Use of Multiple Nationwide Permits:

a. Does the project use more than one NWP for a single and complete project? ☐ Yes ☒ No

b. If you answered yes to question a. above, be aware that unless the project's acreage loss of waters of the U.S. authorized by the NWPs is below the acreage limit of the NWP with the highest specified acreage limit, no NWP can be issued and the project would require an individual permit application.

If you answered yes to question a. above, please explain how the project would be in compliance with this GC and what additional NWP number you intend to use:
N/A

29. Transfer of Nationwide Permit Verifications:

a. Does the Applicant agree that if he or she sells the property associated with the nationwide permit verification, the Applicant may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate USACE district office to validate the transfer?
☒ Yes ☐ No

30. Compliance Certification:

a. Does the Applicant agree that if he or she receives the NWP verification from the USACE, they must submit a signed certification regarding the completed work and any required mitigation (the certification form will be sent by the USACE with the NWP verification letter)?
☒ Yes ☐ No

31. Activities Affecting Structure or Works Built by the United States

a. Does the project temporarily or permanently alter and/or occupy a USACE federally authorized Civil Works project? ☐ Yes ☒ No

If you answered yes to question a. above, notification is required in accordance with general condition 32, for any activity that requires permission from the Corps. The district engineer may authorize activities under these NWPs only after a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

32. Notification:

a. Reason for notification:
- ☐ involves discharges into special aquatic sites; or
- ☐ is in excess of 500 feet in length; or
- ☐ will involve the discharge of greater than an average of one cubic yard per running foot along the bank below the plane of the ordinary high water mark or high tide line.

b. Does the Applicant agree that he or she will not begin the project until either:
1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. ☒ Yes ☐ No

c. Does the Applicant agree that if the district or division engineer notifies the Applicant in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the Applicant cannot begin the activity until an individual permit has been obtained?
☒ Yes ☐ No

NWP 14-specific requirements checklist:

1. Does the project involve the construction, expansion, modification, or improvement of a linear transportation project? ☒ Yes ☐ No

If you answered no to question 1. above, be aware that the project would not be authorized by a NWP 14 and may require an individual permit application.

2. Does the project cause the loss of greater than 1/2-acre non-tidal waters of the U.S. at any crossing considered a single and complete project? ☐ Yes ☒ No

If you answered yes to question 2. above, be aware that the project would not be authorized by a NWP 14 and would require an individual permit application.

3. If the project involves any stream channel modification, including bank stabilization, is it limited to the minimum necessary to construct or protect the linear transportation project, and are such modifications in the immediate vicinity of the project? ☒ Yes ☐ No ☐ N/A

If you answered no to question 3. above, be aware that the project would not be authorized by a NWP 14 and may require an individual permit application.

4. If the project involves non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars, would it use this NWP to authorize these features? ☐ Yes ☒ No

If you answered yes to question 4. above, be aware that the non-linear features of the project would not be authorized by a NWP 14 and may require an individual permit application.

5. Does each activity/crossing considered a single and complete project have independent utility?
☒ Yes ☐ No ☐ N/A

If you answered no to question 5. above, be aware that the project may require an individual permit application.

6. **a.** Will any temporary structures, fills, and work necessary to construct the project meet the criteria for maintaining flows, minimizing flooding, and withstanding high flows?
☐ Yes ☐ No ☒ N/A
b. Will temporary structures and fills be removed in their entirety, and the affected areas be returned to pre-construction elevations and revegetated, as appropriate?
☐ Yes ☐ No ☒ N/A

If you answered no to question 6a. or 6b. above, be aware that the project would not be authorized by a NWP 14 and may require an individual permit application.

REGIONAL CONDITIONS CHECKLIST

To ensure compliance with the Regional Conditions within the Fort Worth District, in the State of Texas, in order for an authorization by a NWP to be valid, please answer the following questions (for projects in Texas only):

1. Does the project involve a discharge into habitat types that are wetlands (typically referred to as pitcher plant bogs) that are characterized by an organic surface soil layer and include vegetation such as pitcher plants (*Sarracenia* sp.), sundews (*Drosera* sp.), and sphagnum moss (*Sphagnum* sp.) or wetlands (typically referred to as bald cypress-tupelo swamps) comprised predominantly of bald cypress trees (*Taxodium distichum*), and/or water tupelo (*Nyssa aquatica*)?
☐ Yes ☒ No

If you answered yes to question 1. above, notification of the District Engineer is required in accordance with NWP GC 32, and the USACE will coordinate with other resource agencies as specified in NWP GC 32(d).

2. Will the project include required compensatory mitigation at a minimum one-for-one ratio for all special aquatic sites that exceed 1/10 acre and require pre-construction notification, and for all losses to streams that exceed 300 linear feet and require pre-construction notification (unless the appropriate District Engineer determines in writing that some other form of mitigation would be more environmentally appropriate and provides a project-specific waiver of this requirement)?
☐ Yes ☐ No ☒ N/A

If you answered no to question 2. above, be aware that the project would not be authorized by a NWP and would require an individual permit application.

3. Is the project in the area of Caddo Lake within Texas that is designated as a "Wetland of International Importance" under the Ramsar Convention? ☐ Yes ☒ No

If you answered yes to question 3. above, notification of the District Engineer is required in accordance with NWP GC 32(d).

4. Is there is the risk of transferring invasive plants to or from your project site? ☒ Yes ☐ No

If you answered yes to question 4. above, information concerning state specific lists of invasive species and threats can be found at: http://www.invasivespeciesinfo.gov/unitedstates/tx.shtml. Best management practices can be found at Information concerning state specific lists and threats can be found at: http://www.invasivespeciesinfo.gov/unitedstates/tx.shtml. Known zebra mussel waters within can be found at: http://nas.er.usgs.gov/queries/zmbyst.asp.

5. Would your project meet the scope of work and conditions of NWPs 51 or 52? ☐ Yes ☒ No

If you answered yes to question 5. above, the Corps will provide the PCN to the US Fish and Wildlife Service as specified in NWP General Condition 32(d)(2) for its review and comments.

To ensure compliance with the Regional Conditions within the Fort Worth District, in the State of Louisiana, in order for an authorization by a NWP to be valid, please answer the following questions (for projects in Louisiana only):

1. Does the activity cause the permanent loss of greater than 1/2 acre of seasonally inundated cypress swamp and/or cypress-tupelo swamp? ☐ Yes ☐ No

If you answered yes to question 1. above, be aware that the project would not be authorized by a NWP 14 and would require an individual permit application.

2. Does the activity cause the permanent loss of greater than 1/2 acre of pine savanna, pine flatwoods, and/or pitcher plant bogs? ☐ Yes ☐ No

If you answered yes to question 2. above, be aware that the project would not be authorized by a NWP 14 and would require an individual permit application.

3. Has the activity been determined to have an adverse impact upon a federal or state designated rookery and/or bird sanctuary? ☐ Yes ☐ No

If you answered yes to question 3. above, be aware that the project would not be authorized by a NWP 14 and would require an individual permit application.

4. While Endangered Species Act Section 7 consultation is no longer required for the Louisiana black bear (which has been delisted due to recovery), permittees are advised that the Louisiana black bear is still protected under State of Louisiana law, and the Louisiana Department of Wildlife and Fisheries (LDWF) will continue to actively manage this subspecies. To learn more about State law requirements for Louisiana black bear protection and habitat conservation, permittees shall contact Maria Davidson (Louisiana Department of Wildlife and Fisheries - Large Carnivore Program Manager) at (337) 948-0255.

5. Does the project involve instream activities in the following waterways: Abita River and tributaries; Amite River (LA Highway 37 at Grangeville to Port Vincent); Bayou Bartholomew in Morehouse Parish; Bayou Boeuf and Bayou Rapides Tributaries in Rapides Parish: (Bayou Clear, Brown Creek, Burney Branch, Castor Creek, Clear Creek, Haikey's Creek, Little Bayou Clear, Little Brushy Creek, Loving Creek, Little Loving Creek, Long Branch, Mack Branch, Patterson Branch, Valentine Creek, and Williamson Branch), Bayou Rigolette tributaries in Grant Parish (Beaver Creek, Black Creek, Chandler Creek, Clear Branch, Coleman Branch, Cress Creek, Cypress Creek, Glady Hollow, Gray Creek, Hudson Creek, James Branch, Jordon Creek, Moccasin Branch, and Swafford Creek); Bogue Falaya River and Tributaries, Bogue Chitto River and Tributaries, Lake Borgne, Lake Pontchartrain and its tributaries, Lake Saint Catherine, Little Lake, Tchefuncta River, Little Tchefuncta River, the Rigolets and West Pearl River? ☐ Yes ☐ No

If you answered yes to question 5. above, notification of the District Engineer is required in accordance with NWP GC 32 due to the occurrence of threatened or endangered species.

6. To the best of the applicant's knowledge, is any excavated and/or fill material to be placed within wetlands free of contaminants? ☐ Yes ☐ No ☐ N/A

If you answered no to question 6. above, be aware that the project would not be authorized by a NWP 14 and would require an individual permit application.

7. Regional Condition 7 applies to work within the Louisiana Coastal Zone and/or the Outer Continental Shelf off Louisiana, and therefore does not apply in the USACE Fort Worth District. Work in these areas may require coordination with the USACE Galveston or New Orleans districts.

8. Does the activity adversely affect greater than 1/10 acre of wetlands, and/or adversely impact a designated Natural and Scenic River, a state or federal wildlife management area, and/or refuge? ☐ Yes ☐ No

If you answered yes to question 8. above, notification of the District Engineer is required in accordance with NWP GC 32.

9. For activities involving the installation of a culvert, is twenty percent (20%) of the culvert diameter (20 percent of the height of elliptical culverts) installed below the natural grade of the stream. ☐ Yes ☐ No

If you answered no to question 9. above, be aware that the project would not be authorized by a NWP 13 and would require an individual permit application.

10. Regional Condition 10 requires all linear transportation crossings to submit a PCN regardless of impact acreage, as defined in NWP GC 32. The U.S. Fish and Wildlife Service and National Marine Fisheries Service will be forwarded a copy of the PCN.

Additional Discussion:

BMPs will be implemented to minimize the risk of transfering invasive plants or species to the project area.

Part II: Project Information

Box 1 Project Name: Liberty Hill (SH 29) Bypass		**Applicant Name** Bill Gravell, Jr.	
Applicant Title Local Government		**Applicant Company, Agency, etc.** Williamson County	
Mailing Address 3151 S.E. Inner Loop, Suite B Georgetown, TX 78626		Applicant's internal tracking number (if any)	
Work Phone with area code (512) 943-3330	Home Phone with area code	Fax #	E-mail Address roads@wilco.org
Relationship of applicant to property: ☐ Owner ☒ Purchaser ☐ Lessee ☐ Other:			
Application is hereby made for verification that subject regulated activities associated with subject project qualify for authorization under a USACE nationwide permit or permits as described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief, such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I hereby grant to the agency to which this application is made the right to enter the above-described location to inspect the proposed, in-progress, or completed work. I agree to start work only after all necessary permits have been received.			
Signature of applicant			Date (mm/dd/yyyy)

Box 2 Authorized Agent/Operator Name and Signature: *(If an agent is acting for the applicant during the permit process)* David Najvar			
Agent/Operator Title Environmental Project Manager		**Agent/Operator Company, Agency, etc.** SWCA Environmental Consultants	
Mailing Address 4407 Monterey Oaks Boulevard Building 1, Suite 110 Austin, Texas 78749			
E-mail Address david.najvar@swca.com			
Work Phone with area code (512) 476-0891	Home Phone with area code	Fax #	Cell Phone # (512) 636-6196
I hereby authorize the above-named agent to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application. I understand that I am bound by the actions of my agent, and I understand that if a federal or state permit is issued, I, or my agent, must sign the permit.			
Signature of applicant			Date (mm/dd/yyyy)
I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief, such information is true, complete, and accurate.			
Signature of authorized agent			Date (mm/dd/yyyy)

Box 3 Name of property owner, if other than applicant: ☒ Multiple Current Owners *(If multiple current property owners, check here and include a list as an attachment)*

Owner Title	**Owner Company, Agency, etc.**
Mailing Address	
Work Phone with area code	Home Phone with area code

Box 4 Project location, including street address, city, county, state, and zip code where proposed activity will occur:
From RM 1869 to CR 279, Liberty Hill, Williamson County, Texas, 78642

Nature of Activity (Description of project; include all features; see instructions)**:**
The project includes construction of a new 1.2-mile-long roadway from RM 1869 to CR 279. This two-lane roadway will serve as a future frontage road when the construction of the final main lanes and additional frontage roads for the bypass is complete. The roadway includes two 12-foot wide lanes with 10-foot wide shoulders, as well as turn lanes at the project's intersections with RM 1869 and CR 279. Two sections of the roadway are elevated bridges designed to cross aquatic resources. The total footprint of project development will be approximately 9.6 acres (construction footprint).

Project Purpose (Description of the reason or purpose of the project; see instructions)**:**
The purpose of the project is to provide a relief route for through traffic bypassing downtown Liberty Hill and alleviate roadway congestion.

Has a delineation of waters of the U.S., including wetlands, been completed? (see instructions)
☒ Yes, Attached ☐ No
If a delineation has been completed, has it been verified in writing by the USACE?
☐ Yes, Date of approved or preliminary jurisdictional determination (mm/dd/yyyy): USACE Project: SWF-2021-00170
☒ No

Are color photographs of the existing conditions available? ☒ Yes, Attached ☐ No
Are aerial photographs available? ☒ Yes, Attached ☐ No

☒ **Multiple Single and Complete Crossings** *(If multiple single and complete crossings, check here and complete the table in Attachment D)*

Waterbody(ies) (if known; otherwise enter "an unnamed tributary to")**:** Four unnamed tributaries, one impoundment, and one upland constructed pond.

Tributary(ies) to what known, downstream waterbody(ies): South Fork San Gabriel River

Latitude & longitude (Decimal Degrees):
Latitude: 30.658662; Longitude: -97.927449

USGS Quad map name(s):
Liberty Hill, TX, 300097-FB

Watershed(s) and other location descriptions, if known:
The project area is located within the South Fork San Gabriel watershed of the Brazos River Basin.

Directions to the project location:
From Liberty Hill, travel west on RM 1869 for 0.57 mile. The project area is located on the southeast side of RM 1869 and extends to CR 279 across mixed developed parcels.

Part III: Project Impacts and Mitigation

Box 5 Reason(s) for Discharge into waters of the U.S.:
Concrete pilings for bridge construction to minimize impacts to an impoundment located within the ROW, placement of fill within ephemeral stream for road bed.

Type(s) of material being discharged and the amount of each type in cubic yards:
Concrete Pilings (2.09 cubic yards); Fill (71.55 linear feet)

Total surface area (in acres) of wetlands or other waters of the U.S. to be filled:
<0.01 acre

Indicate the proposed impacts to **waters of the U.S.** in ACRES (for wetlands and impoundments) and LINEAR FEET (for rivers and streams), and identify the impact(s) as permanent and/or temporary for each waterbody type listed below. For projects with multiple single and complete crossings, the table below should indicate the cumulative totals of those single and complete crossings that require notification as outlined in Part I, GC question 32, and would not determine the threshold for whether a project qualifies for a NWP. The table below is intended as a tool to summarize impacts by resource type for planning compensatory mitigation and does not replace the summary table of single and complete crossings in Attachment D for those projects with multiple single and complete crossings.

	Permanent		Temporary	
Waterbody Type	**Acres**	**Linear feet**	**Acres**	**Linear feet**
Non-forested wetland				
Forested wetland				
Perennial stream				
Intermittent stream				
Ephemeral stream		71.55		
Impoundment	<0.01			
Other:				
Total:	<0.01	71.55		

Potential indirect and/or cumulative impacts of proposed discharge (if any):
N/A

Required drawings (see instructions):
Vicinity map: ☒ Attached
To-scale plan view drawing(s): ☒ Attached
To-scale elevation and/or cross section drawing(s): ☒ Attached

Is any portion of the work already complete? ☐ Yes ☒ No
If yes, describe the work: N/A

Box 6 Authority: (see instructions)
Is Section 10 of the Rivers and Harbors Act for projects affecting navigable waters applicable?
☐ Yes ☒ No ***(see Fort Worth District Navigable Waters list)***

Is Section 404 of the Clean Water Act applicable? ☒ Yes ☐ No

Box 7 Larger Plan of Development:
Is the discharge of fill or dredged material for which Section 10/404 authorization is sought intended for a linear transportation project which is part of a larger plan of development?
☒ Yes ☐ No ***(If yes, please provide the information in the remainder of Box 7)***

Does the linear transportation project have independent utility in addition to the larger plan of development (e.g., major arterial, through connection, etc.)? ☒ Yes ☐ No
If yes, explain:
The project will provide a relief route for through traffic bypassing downtown Liberty Hill between RM 1869 and CR 279. The two-lane roadway will ultimately serve as a frontage road when construction of the final bypass main lanes and additional frontage road are completed in future phases.

If discharge of fill or dredged material is part of development, name and proposed schedule for that larger development (start-up, duration, and completion dates):
N/A

Location of larger development (If discharge of fill or dredged material is part of a plan of development, a map of suitable quality and detail for the entire project site should be included):
N/A

Total area in acres of entire project area (including larger plan of development, where applicable):
53.94

Box 8 Federally Threatened or Endangered Species (see instructions)
Please list any federally-listed (or proposed) threatened or endangered species or critical habitat potentially affected by the project (use scientific names (i.e., genus species), if known):
Dendroica chrysoparia, Eurycea naufragia

Have surveys, using U.S. Fish and Wildlife Service (USFWS) protocols, been conducted?
☐ Yes, Report attached ☒ No (explain): The Applicant will mitigate potential impacts to golden-cheeked warbler habitat in Williamson County under their Regional Habitat Conservation Plan (RHCP) and Incidental Take Permit, utilizing RHCP credits.

If a federally-listed species would potentially be affected, please provide a description and a biological evaluation.
☒ Yes, Report attached ☐ Not attached

Has Section 7 consultation been initiated by another federal agency?
☐ Yes, Initiation letter attached ☒ No

Has Section 10 consultation been initiated for the proposed project?
☐ Yes, Initiation letter attached ☒ No

Has the USFWS issued a Biological Opinion?
☐ Yes, Report attached ☒ No
If yes, list date Opinion was issued (mm/dd/yyyy):

Box 9 Historic properties and cultural resources
Please list any historic properties listed (or eligible to be listed) on the National Register of Historic Places which the project has the potential to affect:
N/A

Has an archaeological records search been conducted?
☒ Yes, Report attached ☐ No (explain):

Are any cultural resources of any type known to exist on-site?
☐ Yes ☐ No

Has an archaeological pedestrian survey been conducted for the site?
☒ Yes, Report attached ☐ No (explain):

Has Section 106 or SHPO consultation been initiated by another federal or state agency?
☒ Yes, Initiation letter attached ☐ No

Has a Section 106 MOA been signed by another federal agency and the SHPO?
☒ Yes, Attached ☐ No
If yes, list date MOA was signed (mm/dd/yyyy): 02/10/2021

Box 10 Proposed Conceptual Mitigation Plan Summary (see instructions)

Measures taken to avoid and minimize impacts to waters of the U.S. (if any):
The bridge will be designed to span WOTUS in the project footprint to minimize impacts.

Applicant proposes combination of one or more of the following mitigation types:
☐ Mitigation Bank ☐ On-site ☐ Off-site (Number of sites:) ☒ None

Applicant proposes to purchase mitigation bank credits: ☐ Yes ☒ No
Mitigation Bank Name:
Number of Credits:

Indicate in ACRES (for wetlands and impoundments) and LINEAR FEET (for rivers and streams) the total quantity of waters of the U.S. proposed to be created, restored, enhanced, and/or preserved for purposes of providing compensatory mitigation. Indicate mitigation site type (on- or off-site) and number. Indicate waterbody type (non-forested wetland, forested wetland, perennial stream, intermittent stream, ephemeral stream, impoundment, other) or non-jurisdictional (uplands[1]).

Mitigation Site Type and Number	Waterbody Type	Created	Restored	Enhanced	Preserved
e.g., On-site 1	*Non-forested wetland*	*0.5 acre*			
e.g., Off-site 1	*Intermittent stream*		*500 LF*	*1000 LF*	
	Totals:				

[1] For uplands, please indicate if designed as an upland buffer.

Summary of Mitigation Work Plan (Describe the mitigation activities listed in the table above):
N/A

If no mitigation is proposed, provide a detailed explanation of why no mitigation would be necessary to ensure that adverse effects on the aquatic environment are minimal:
Impacts from the proposed project will fall beneath the 1/2-acre non-tidal waters threshold limit.

Has a conceptual mitigation plan been prepared in accordance with the USACE regulations and guidelines?
☐ Yes, Attached ☒ No (explain):

Mitigation site(s) latitude & longitude (Decimal Degrees): N/A	USGS Quad map name(s): N/A

Other location descriptions, if known:
N/A

Directions to the mitigation location(s):
N/A

Box 11 Water Quality Certification (see instructions)**:**

For Texas:

Does the project meet the conditions of the Texas Commission on Environmental Quality (TCEQ) Clean Water Act Section 401 certification for NWP 14? ☒ Yes ☐ No

Does the project include soil erosion control and sediment control Best Management Practices (BMPs)? ☒ Yes ☐ No

Does the project include BMPs for post-construction total suspended solids control?
☒ Yes ☐ No

For Louisiana:

LDEQ has issued water quality certification for NWP 14 without conditions.

For Tribal Lands ("Indian Country"):

Does the project meet the conditions of the EPA water quality certification for NWPs?
☐ Yes ☐ No

Box 12 List of other certifications or approvals/denials received from other federal, state, or local agencies for work described in this application:

Agency	Approval Type[2]	Identification No.	Date Applied	Date Approved	Date Denied
Texas Historical Commission	concurrence	9694		02/10/2021	

[2] Would include but is not restricted to zoning, building, and floodplain permits

Part IV: Attachments

	Included
A. List of Property Owners	☒
B. Delineation of Waters of the U.S., Including Wetlands	☒
C. Color Photographs	☒
D. Summary Table of Single and Complete Crossings	☒
E. Required Drawings/Figures	☒
F. Threatened or Endangered Species Reports and/or Letters	☒
G. Historic Properties and Cultural Resources Reports and/or Letters	☒
H. Conceptual Mitigation Plan	☐
I. Other:	☐

End of Form

Commissioners Court - Regular Session **32.**

Meeting Date: 11/22/2022

22IFB39 - CR 111 Westinghouse Rd Change Order #5 (Gateway School Widening)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of $41,134.66 for Project 22IFB39 CR 111 Westinghouse Rd. (Capital Excavation) P292 Funding Source: Road Bond.

Background

This Change Order compensates the contractor for additional work performed to utilize the existing roadway in front of the Gateway School. To utilize the existing pavement section and build according to the plan width and alignment, the existing curb and sidewalk had to be removed and replaced in front of the school. The items within this area (Stations 77+00 to 86+25) have been adjusted in this Change Order to reflect the changes that have been made to the roadway section.

This Change Order also adds a pay item for flowable fill that is called out in the General Notes, but was not included in the bid tab. Concrete rip rap dissipaters at the culvert outfalls are also being added.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
104-6022	REMOVE CURB & GUTTER	874	LF
104-6015	REMOVE SIDEWALK	316	SY
354-6166	PLAN ASPH CONC PAV (2-5”)	2472	SY
401-6001	FLOWABLE FILL	148	CY
432-6042	RIP RAP (CONC) (DISSIPATER)	5.5	CY
3076-WC01	TY-B BLADE LAID HMA	228	TON
999-WC03	PAVING MOB	1	LS
999-WC04	SURVEY	1	LS

This Change Order results in a net increase of $41,134.66 to the Contract amount, for an adjusted Contract total of $21,780,959.98. The original Contract amount was $21,024,332.88. As a result of this and all Change Orders to-date, $756,627.10 has been added to the Contract, resulting in a 3.60% net increase in the overall Contract cost. As a result of this Change Order, (0) days will be added to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB39 CR 111-CO#5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/17/2022 10:48 AM
Form Started By: Julissa Vasquez		Started On: 10/26/2022 07:15 AM
Final Approval Date: 11/17/2022		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

1. CONTRACTOR: **Capital Excavation**

2. Change Order Work Limits: Sta. **76+00** to Sta. **86+00**

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

4. Reasons: **1B** (3 Max. - In order of importance - Primary first)

Project:	***221FB39***
Roadway:	***CR 111***
CSJ Number:	

5. Describe the work being revised:

1. Design Error or Omission. 1B. Other. The existing section of the roadway in front of Gateway School was constructed prior to the project letting. This portion of the roadway was to remain in place and the proposed roadway was to tie into it.The contractor constructed around this portion of the roadway so that the tie-ins would work with the current plan design. **1B. Other.** This Change Order also adds items for flowable fill and concrete dissipaters at the culvert outfalls.

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 11.10.22

By

Typed/Printed Name Jeff Chesney

Typed/Printed Title V.P

The following information must be provided

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

Amount added by this change order: **$41,134.66**

RECOMMENDED FOR EXECUTION:

11/10/2022
Project Manager Date

N/A
Design Engineer Date

11/10/2022
Program Manager Date

Design Engineer's Seal:

see attached plan sheets

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

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***5*** ***Project #*** ***221FB39***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
104-6022	REMOVE CURB & GUTTER	LF	$7.00	0.00	$0.00	874.00	874.00	$6,118.00	$6,118.00
104-6015	REMOVE SIDEWALK	SY	$16.00	0.00	$0.00	316.00	316.00	$5,056.00	$5,056.00
110-6001	EXCAVATION (ROADWAY)	CY	$9.00	124,634.00	$1,121,706.00	(2,920.00)	121,714.00	$1,095,426.00	($26,280.00)
132-6003	EMBANKMENT (FINAL) (ORD COMP) (TY B)	CY	$10.25	52,927.00	$542,501.75	(358.25)	52,568.75	$538,829.69	($3,672.06)
247-6044	FL BS (CMP IN PLC) (TY A GR 4) (FINAL POS)	CY	$41.00	46,257.00	$1,896,537.00	(742.00)	45,515.00	$1,866,115.00	($30,422.00)
310-6001	PRIME COAT (MULTI OPTION)	GAL	$3.90	20,391.00	$79,524.90	(445.20)	19,945.80	$77,788.62	($1,736.28)
316-6193	AGGR (TY-D GR-5 SAC-B)	CY	$151.00	715.70	$108,070.70	(27.00)	688.70	$103,993.70	($4,077.00)
316-6413	ASPH (AC-15P,HFRS-2P OR CRS-2P)	GAL	$4.55	25,305.00	$115,137.75	(1,121.00)	24,184.00	$110,037.20	($5,100.55)
354-6166	PLAN ASPH CONC PAV (2-5")	SY	$3.85	0.00	$0.00	2,472.00	2,472.00	$9,517.20	$9,517.20
401-6001	FLOWABLE BACKFILL	CY	$274.00	0.00	$0.00	148.00	148.00	$40,552.00	$40,552.00
432-6042	RIP RAP (CONC) (DISSIPATER)	CY	$2,318.18	0.00	$0.00	5.50	5.50	$12,749.99	$12,749.99
531-6001	CONC SIDEWALK (4")	SY	$85.40	87.00	$7,429.80	316.00	403.00	$34,416.20	$26,986.40
690-6057	REMOVAL OF PEDESTRIAN RAMPS	EA	$700.00	3.00	$2,100.00	1.00	4.00	$2,800.00	$700.00
3076-6001	D-GR HMA TY-B PG64-22	TON	$82.00	29,201.00	$2,394,482.00	(489.72)	28,711.28	$2,354,324.96	($40,157.04)
3076-WC01	TY-B BLADE LAID HMA	TON	$175.00	0.00	$0.00	228.00	228.00	$39,900.00	$39,900.00
999-WC03	PAVING MOB	LS	$4,500.00	0.00	$0.00	1.00	1.00	$4,500.00	$4,500.00
999-WC04	SURVEY (GATEWAY SCHOOL)	LS	$6,500.00	0.00	$0.00	1.00	1.00	$6,500.00	$6,500.00
TOTALS					$6,267,489.90			$6,308,624.56	$41,134.66

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

CR111 Westinghouse Rd
Williamson County Project No. 22IFB39

Change Order No. 5
Reason for Change

This Change Order compensates the contractor for additional work performed to utilize the existing roadway in front of the Gateway School. The exiting roadway was constructed prior to the project letting and it was constructed per the CR 111 Typical Sections. The contractor constructed the proposed roadway section around the existing pavement and maintained the proposed alignment per the plans. To utilize the existing pavement section and build according to the plan width and alignment, the existing curb and sidewalk had to be removed and replaced in front of the school. The items within this area (Stations 77+00 to 86+25) have been adjusted in this Change Order to reflect the changes that have been made to the roadway section.

This Change Order also adds a pay item for flowable fill that is called out in the General Notes, but not included in the bid tab. Concrete rip rap dissipaters at the culvert outfalls are also being added, per this Change Order.

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HNTB Corporation
Oscar Salazar-Bueno, P.E.

PO Box 1301
Austin, TX 78767
Email: Estimating@CapitalExcavation.com

Change Request # 9

Date: 7/7/2022

QuoteTo:

Project: CR 111 / 110 (1024)
Capital Project #: 1024
Description: School Road Widening

Item	Description		Quantity	Unit	Unit Price	Amount
104-6022	REMOVE CURB & GUTTER	In line w/TxDOT Bid Averages	874.00	LF	7.00	6,118.00
104-6015	REMOVE SIDEWALK	In line w/TxDOT Bid Averages	316.00	SY	16.00	5,056.00
690-6057	REMOVE SIDEWALK RAMP	Existing Item	1.00	EA	700.00	700.00
3076-WC01	TYPE B HMA BLADE LAID	Price is reasonable.	228.00	TON	175.00	39,900.00
354-6166	MILL 2-5" HMA	In line w/TxDOT Bid Averages	2,472.00	SY	3.85	9,517.20
999-WC03	PAVING MOBILIZATION	Matches Contract Agreement	1.00	EA	~~5,700.00~~ 4,500.00	~~5,700.00~~
999-WC04	SURVEY	Price is reasonable.	1.00	LS	6,500.00	6,500.00
531-6001	CONC SIDEWALKS (4")	Existing Item	316.00	SY	85.40	26,986.40
110-6001	EXCAVATION (ROADWAY)	Existing Item	400.00	CY	9.00	3,600.00
	~~MILLING MOBILIZATION~~		~~1.00~~	~~EA~~	~~3,000.00~~	~~3,000.00~~

GRAND TOTAL ~~107,077.60~~

$102,877.60

Scope: Pricing to widen the road at the school. The removal of ramps, replacement of sidewalks, and excavation are to be paid by contract unit prices as overruns.There will be an underrun in base where we are placing hot mix asphalt ~~but an equal overrun in base where we are extending beyond the curb and gutter~~.

Capital Excavation Requests an additional : TIA day(s)

401-6001

CAPITAL EXCAVATION

CHANGE ORDER BREAKDOWN

Capital Excavation Company

PROJECT: CR 111 **DATE:** 9/2/2022

DESCRIPTION: Flowable at Culverts

	REGULAR HRS	OVERTIME HRS	UNIT		REG. UNIT PRICE	OT. UNIT PRICE	TOTALS
LABOR							
Utility Foreman	19.73	0	HR		$48.00	$72.00	$947.04
Pipe Layer	59.19	0	HR		$20.00	$30.00	$1,183.80
Laborer	39.46	0	HR		$18.00	$27.00	$710.28
Trackhoe Operator	19.73	0	HR		$25.00	$37.50	$493.25
Wheel Loader Operator	19.73	0	HR		$22.00	$33.00	$434.06
						Burden 30%	$1,254.89
						LABOR TOTAL	***$5,023.32***
EQUIPMENT							
Foreman Truck	19.73		HR		$18.00		$355.14
Trackhoe	19.73		HR		$160.00		$3,156.80
Wheel Loader	19.73		HR		$124.00		$2,446.52
						EQUIPMENT TOTAL	***$5,958.46***
MATERIALS							
Flowable Fill	148		CY		$133.00		$19,684.00
Utility Spoils	16.28		LD		$130.00		$2,116.40
						MATERIALS TOTAL	***$21,800.40***
SUBS							
	0		LS				$0.00
						SUBS TOTAL	***$0.00***
						TOTAL COST	**$32,782.18**
						MARKUP	**$7,769.82**
						TOTAL PRICE	**$40,552.00**

40,552/148=$274.00 per CY.
This price is in line with the current Tx DOT Average Low Bids.

432-6042

CAPITAL EXCAVATION

CHANGE ORDER BREAKDOWN

Capital Excavation Company

PROJECT: CR 111 **DATE:** 9/30/2022

DESCRIPTION: Dissipaters at Outfalls

	REGULAR HRS	OVERTIME HRS	UNIT		REG. UNIT PRICE	OT. UNIT PRICE	TOTALS
LABOR							
Concrete Foreman	40	0	HR		$45.00	$67.50	$1,800.00
Concrete Finisher	80	0	HR		$21.00	$31.50	$1,680.00
Concrete Formsetter	120	0	HR		$20.00	$30.00	$2,400.00
						Burden 30%	$1,958.04
						LABOR TOTAL	***$7,838.04***
EQUIPMENT							
Foreman Truck	40		HR		$16.00		$640.00
						EQUIPMENT TOTAL	***$640.00***
MATERIALS							
Cl C Concrete	5.5		CY		$135.00		$742.50
Short Load Fee	2		LD		$320.00		$640.00
Formwork	150		SF		$3.00		$450.00
Rebar	200		LB		$0.80		$160.00
						MATERIALS TOTAL	***$1,992.50***
SUBS							
	0		LS				$0.00
						SUBS TOTAL	***$0.00***
						TOTAL COST	**$10,470.54**
						MARKUP	**$2,279.46**
						TOTAL PRICE	**$12,750.00**

12,750/5.5-$2,318.18 per CY.
This cost is in-line with TxDOT Low Bid Average for the CY amount.

Commissioners Court - Regular Session **33.**

Meeting Date: 11/22/2022

22IFB39 - CR 111 Westinghouse Rd Change Order #6 (Water Wells Plugging)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of $24,159.20 for Project 22IFB39 CR 111 Westinghouse Rd. (Capital Excavation) P292 Funding Source: Road Bond.

Background

This Change Order provides payment to the Contractor for plugging and abandoning four (4) water wells by a licensed well company. The water wells were encountered during the clearing of the ROW and were not included in the original project bid package. Upon completion of the plugging, the well company will submit the plugging reports for each well.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
103-999	PLUG AND ABANDON WATER WELL	4	EA

This Change Order results in a net increase of $24,159.20 to the Contract amount, for an adjusted Contract total of $21,805,119.18. The original Contract amount was $21,024,332.88. As a result of this and all Change Orders to-date, $780,786.30 has been added to the Contract, resulting in a 3.71% net increase in the overall Contract cost. As a result of this Change Order, (0) days will be added to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB39 CR 111 - CO#6

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/17/2022 10:49 AM
Form Started By: Julissa Vasquez		Started On: 11/10/2022 12:01 PM
Final Approval Date: 11/17/2022		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

1. CONTRACTOR: **Capital Excavation**

2. Change Order Work Limits: Sta. **45+00** to Sta. **186+25**

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

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

Project:	***22IFB39***
Roadway:	**CR 111**
CSJ Number:	

5. Describe the work being revised:

2. Differing Site Conditions: (Unforeseeable) 2J. Other: While clearing the ROW, 4 water wells were encountered. This Change Order provides payment to the Contractor for having the plugging and abandoning four (4) wells, by a licensed water well company. Upon completion of the well abandonment, plugging reports will be filed.

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 11.10.22

By

Typed/Printed Name LEE CHESNEY

Typed/Printed Title VP

The following information must be provided

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

Amount added by this change order: **$24,159.20**

RECOMMENDED FOR EXECUTION:

Project Manager 11/10/2022 Date

Design Engineer N/A Date

Program Manager 11/10/2022 Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date

☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *6* ***Project #*** *22IFB39*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
103-999	PLUG AND ABANDON WATER WELL	EA	$6,039.80	0.00	$0.00	4.00	4.00	$24,159.20	$24,159.20
	TOTALS				$0.00			$24,159.20	$24,159.20

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

CR111 Westinghouse Rd
Williamson County Project No. 22IFB39

Change Order No. 6
Reason for Change

This Change Order provides payment to the Contractor for plugging and abandoning four (4) water wells, by a licensed well company. The water wells were encountered during the clearing of the ROW and were not included in the original project bid package. Upon completion of the plugging, the well company will submit the plugging reports for each well.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
103-999	PLUG AND ABANDON WATER WELL	4	EA

This Change Order results in a net increase of $24,159.20 to the Contract amount, for an adjusted Contract total of $21,805,119.18. The original Contract amount was $21,024,332.88. As a result of this and all Change Orders to-date, $780,786.30 has been added to the Contract, resulting in a 3.71% net increase in the overall Contract cost. As a result of this Change Order, (0) days will be added to the contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

CHANGE ORDER REQUEST

Capital Excavation Company

PROJECT: CR 111 Westinghouse Rd **DATE:** 10/26/2022
DESCRIPTION Well Abandonment
QUANTITY 1 LS
UNIT PRICE [redacted] LS

	Qty		UNIT		UNIT PRICE		TOTALS
SUBS							
Well #1 - Proposal 10252022	1		EA		$7,600.00		$7,600.00
Well #2 - Proposal 10252022B	1		EA		$3,500.00		$3,500.00
Well #3 - Proposal 10252022C	1		EA		$4,500.00		$4,500.00
Well #4-Proposal	1		EA		$5,200.00		$5,200.00
						SUBTOTAL:	[redacted]
						Mark Up @ 15%	[redacted]
						SUBS TOTAL	[redacted]
						TOTAL LESS BOND	[redacted]
		BOND			1%		[redacted]
Days Requested:		**THIS CHANGE ORDER**					[redacted]

Notes: Price to plug and abandon 3 wells. Price may need to be adjusted once work is complete depending on obstructions/actual depths of wells.

Subtotal:	$20,800.00
15% Mark Up	$3,120.00
1% Bond	$239.20
Total:	$24,159.20

24,159.20/4=$6,039.80 Ea

Proposal

REF: **10252022**

Tom Arnold Drilling II LLC
2750 South A. W. Grimes Blvd.
Round Rock, Texas 78664
Tele: (512) 255-7293 · Mobile: (512) 963-7293
FAX: (512) 255-1613

PROPOSAL TO	LOCATION OF WORK
Capital Excavtion **Levi Pickett Superintendent**	**CR 110** **Georgetown, TX.**

ORDERED BY	ORDER DATE
Same	**10-25-22**

ADDRESS	Telephone, Fax, Cellular Numbers
lpickett@capitalexcavation	**512-440-1717 office** **512-801-1340 Cell**

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the below described work at the Location of Work and on the Date Work Performed as specified above.

QTY	Description
1	**Mobilize Drilling Rig to Well Location**
1	**Clean out Well to Bottom**
1	**Shock Well**
1	**Estimate Well to be 450' Deep**
1	**Plug Well to Abandon**
1	**Complete Plugging Report and Copy TCEQ**

* Lic # 2096 Lic. By TCEQ department of Lic. & Reg. (512) 463-7880

Total $ **7,600.00**

TERMS

All material guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum written above.

Payment is to be made as follows:$ 2,000 down - total upon completion.

Proposal Acceptance

I, _____, by signing my name below, indicate my acceptance of the proposal as outlined herein.

_____ _____

Signature Date

NOTE: This proposal may be withdrawn by us if not accepted within forty-five (45) days.

Proposal

REF: **10252022B**

Tom Arnold Drilling II LLC
2750 South A. W. Grimes Blvd.
Round Rock, Texas 78664
Tele: (512) 255-7293 · Mobile: (512) 963-7293
FAX: (512) 255-1613

PROPOSAL TO	LOCATION OF WORK
Capital Excavtion **Levi Pickett Superintendent**	**CR 110** **Georgetown, TX.**

ORDERED BY	ORDER DATE
Same	**10-25-22**

ADDRESS	Telephone, Fax, Cellular Numbers
lpickett@capitalexcavation	**512-440-1717 office** **512-801-1340 Cell**

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the below described work at the Location of Work and on the Date Work Performed as specified above.

QTY	Description
1	**Mobilize to Well Location**
1	**Demo Large Diameter Well Structure**
1	**Shock Well**
1	**Fill and Compact Material to plug Well**
1	**Complete Plugging Report and Copy TCEQ**

* Lic # 2096 Lic. By TCEQ department of Lic. & Reg. (512) 463-7880

Total $ **3,500.00**

TERMS

All material guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum written above.

Payment is to be made as follows:$ 2,000 down - total upon completion.

Proposal Acceptance

I, _____, by signing my name below, indicate my acceptance of the proposal as outlined herein.

_____ _____

Signature Date

NOTE: This proposal may be withdrawn by us if not accepted within forty-five (45) days.

Proposal

REF: **10252022C**

Tom Arnold Drilling II LLC
2750 South A. W. Grimes Blvd.
Round Rock, Texas 78664
Tele: (512) 255-7293 · Mobile: (512) 963-7293
FAX: (512) 255-1613

PROPOSAL TO	LOCATION OF WORK
Capital Excavtion **Levi Pickett Superintendent**	**CR 110** **Georgetown, TX.**

ORDERED BY	ORDER DATE
Same	**10-25-22**

ADDRESS	Telephone, Fax, Cellular Numbers
lpickett@capitalexcavation	**512-440-1717 office** **512-801-1340 Cell**

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the below described work at the Location of Work and on the Date Work Performed as specified above.

QTY	Description
1	**Mobilize to Well Location**
1	**Shock Well**
1	**Plug Well to Abandon**
1	**Complete Plugging Report and Copy TCEQ**
1	**Estimate Well to be 500' Deep**

* Lic # 2096 Lic. By TCEQ department of Lic. & Reg. (512) 463-7880

Total $ **4,500.00**

TERMS

All material guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum written above.

Payment is to be made as follows:$ 2,000 down - total upon completion.

Proposal Acceptance

I, _____, by signing my name below, indicate my acceptance of the proposal as outlined herein.

_____ _____

Signature Date

NOTE: This proposal may be withdrawn by us if not accepted within forty-five (45) days.

Proposal

REF:

Tom Arnold Drilling II LLC
2750 South A. W. Grimes Blvd.
Round Rock, Texas 78664
Tele: (512) 255-7293 · Mobile: (512) 963-7293
FAX: (512) 255-1613

PROPOSAL TO	LOCATION OF WORK
HNTB **Steve Shull**	**Westinghouse RD Well 1** **30*35.45036 97*38.82054**

owner	ORDER DATE
	3-10-22

ADDRESS	Telephone, Fax, Cellular Numbers
sshull@hntb.com	**512-527-6761** **512-450-2791**

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the below described work at the Location of Work and on the Date Work Performed as specified above.

QTY	Description
1	**Plug water well to state spec's (4 ½)**
1	**Remove pump pipe & wire from well**
1	**EST 4000 pounds of bentonite & 2 Bags of Portland**
1	**File State plugging report**

* Lic # 2096 Lic. By TCEQ department of Lic. & Reg. (512) 463-7880

Total $ **5200.00**

TERMS

All material guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum written above.

Payment is to be made as follows: 25% down at start up- total upon completion.

Proposal Acceptance

I, _____, by signing my name below, indicate my acceptance of the proposal as outlined herein.

_____ _____

Signature Date

NOTE: This proposal may be withdrawn by us if not accepted within forty-five (45) days.

Commissioners Court - Regular Session **34.**

Meeting Date: 11/22/2022

Bud Stockton CAR Letter of Transfer

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the Bud Stockton Extension Project, a Road Bond Project in Commissioner Pct. 4. P307.

Background

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any records are to be kept by the CAR. A copy of the final report will be provided to the CAR per 13 TAC 26.1 for their records.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

20221115_Bud Stockton CAR ENV Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:04 AM
Form Started By: Julissa Vasquez		Started On: 11/15/2022 09:38 AM
Final Approval Date: 11/17/2022		

Acc CAR _____

CENTER FOR ARCHAEOLOGICAL RESEARCH
GOVERNMENTAL AGENCY CURATION AGREEMENT

This letter documents the transfer of archaeological collections and records from

Williamson County

name of governmental agency and/or subdivision

to the Center for Archaeological Research (CAR), The University of Texas at San Antonio (UTSA), for the following:

Project Williamson County C. Bud Stockton Loop Extension Phase II Survey

Project No. 21157

County(ies) Williamson

Site No(s)
None

Permitting Agency Texas Historical Commission Permit # 30680

Description of Materials
Records Only

The transfer of the above described documents and materials to CAR is made for the purpose of allowing CAR to retain in trust for Sponsor in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in 13 T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAR may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAR is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as Sponsoring Agency. Unless otherwise prohibited by state or federal law or regulation, CAR agrees that upon the written request of Sponsor, the materials shall be returned to Sponsor for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

Signature - Authorized Agent of Sub. Gov. Agency	Signature - Authorized Agent of Sub. Arch.
Judge Bill Gravell, Jr.	Andrea Burden
Authorized Agent of Sponsor (type or print)	Authorized Agent of Sub. Arch. (type or print)
Williamson County Judge	Principal Investigator
Title/Position	Title/Position
	11/02/2022
Date	Date
Address:	Address:
710 South Main St.	Blanton & Associates (an ICF Company)
Suite 101	5 Lakeway Centre Court, Suite 200
Georgetown, TX 78626	Austin, Texas 78734

Commissioners Court - Regular Session **35.**

Meeting Date: 11/22/2022

22IFB141 - CR 258 Extension Change Order #2 (Safety Improvements)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $422,565.69 for Project 22IFB141 CR 258 Extension (Joe Bland Construction) P277 Funding Source: Road Bond.

Background

This Change Order adds items to the contract for safety improvements on Ronald Reagan Blvd. at Elizabeth Parkway. Ronald Reagan Blvd. is being widened on the southbound portion of the roadway to allow for a left turn lane onto Elizabeth Parkway and a southbound center acceleration lane for Elizabeth Parkway traffic entering Ronald Reagan Blvd.

Multiple items will be added by this Change Order. Please see attached Change Order.

This Change Order results in a net increase of $422,565.69 to the Contract amount, for an adjusted Contract total of $6,259,320.05. The original Contract amount was $5,836,754.36. As a result of this and all Change Orders to-date, $422,565.69 has been added to the Contract, resulting in a 7.24% net increase in the overall Contract cost. As a result of this Change Order, zero (0) days will be added to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB141-CR 258 Extension_CO#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:08 AM
Form Started By: Julissa Vasquez		Started On: 11/16/2022 07:56 AM
Final Approval Date: 11/17/2022		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **Joe Bland**

2. Change Order Work Limits: Sta. **495+00** to Sta. **520+00**

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

4. Reasons: **3F** (3 Max. - In order of importance - Primary first)

Project:	***22IFB141***
Roadway:	***CR 258 Ext***
CSJ Number:	

5. Describe the work being revised:

3F. County Convenience. Additional Work Desired By The County: This Change Order adds items to the Contract for safety improvements needed at Ronald Reagan and Elizabeth Parkway. Ronald Reagan will be widened along the west side of the roadway to allow for a left turn lane into Elizabeth Parkway.

6. Work to be performed in accordance with Items: **See Attached.**

7. New or revised plan sheet(s) are attached and numbered: **1 - 11**

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 11-15-22

By Andrew Batten

Typed/Printed Name Andrew Batten

Typed/Printed Title Project Manager

The following information must be provided

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

Amount added by this change order: **$422,565.69**

RECOMMENDED FOR EXECUTION:

Oscar Salazar-Bueno 11/16/2021
Project Manager Date

N/A
Design Engineer Date

11/16/2022
Program Manager Date

Design Engineer's Seal:

see attached plan sheets

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

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *2* ***Project #*** *22IFB141*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
	RR WIDENING AT ELIZABETH PKWY								
104-6017	REMOVING CONC (DRIVEWAYS)	SY	$20.00	0.00	$0.00	154.00	154.00	$3,080.00	$3,080.00
104 6021	REMOVING CONC (CURB)	LF	$17.00	0.00	$0.00	86.00	86.00	$1,462.00	$1,462.00
105 6094	REMOVING STAB BASE & ASPH PAV (12"-27")	SY	$25.00	0.00	$0.00	369.00	369.00	$9,225.00	$9,225.00
110-6001	EXCAVATION (ROADWAY)	CY	$19.00	0.00	$0.00	551.00	551.00	$10,469.00	$10,469.00
132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CY	$36.50	0.00	$0.00	523.00	523.00	$19,089.50	$19,089.50
160 WC01	FURNISHING AND PLACING TOPSOIL (4")	SY	$2.50	0.00	$0.00	4,646.00	4,646.00	$11,615.00	$11,615.00
161 WC01	EROSION CONTROL COMPOST (3")	SY	$9.50	0.00	$0.00	1,162.00	1,162.00	$11,039.00	$11,039.00
162 WC103	MULCH TOPDRESSING (5")	SY	$1.25	0.00	$0.00	1,162.00	1,162.00	$1,452.50	$1,452.50
164 WC04	SEEDING FOR EROSION CONTROL (TEMP) (COOL) (TY 4)	SY	$0.75	0.00	$0.00	2,323.00	2,323.00	$1,742.25	$1,742.25
164 WC05	SEEDING FOR EROSION CONTROL (PERM) (WARM) (TY 5)	SY	$1.00	0.00	$0.00	4,646.00	4,646.00	$4,646.00	$4,646.00
164 WC10	SEEDING FOR EROSION CONTROL (TEMP) (WARM) (TY 10)	SY	$0.75	0.00	$0.00	2,323.00	2,323.00	$1,742.25	$1,742.25
166 6002	FERTILIZER	TON	$3,226.00	0.00	$0.00	0.29	0.29	$935.54	$935.54
168 WC01	VEGETATIVE WATERING	MG	$22.50	0.00	$0.00	93.00	93.00	$2,092.50	$2,092.50
496 6007	REMOV STR (PIPE)	LF	$25.00	0.00	$0.00	64.00	64.00	$1,600.00	$1,600.00
506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$32.00	0.00	$0.00	120.00	120.00	$3,840.00	$3,840.00
506 6011	ROCK FILTER DAMS (REMOVE)	LF	$13.50	0.00	$0.00	120.00	120.00	$1,620.00	$1,620.00
512 6005	PORT CTB (FUR & INSTL)(F-SHAPE)(TY 1)	LF	$25.00	0.00	$0.00	1,830.00	1,830.00	$45,750.00	$45,750.00
512 6053	PORT CTB (REMOVE)(F-SHAPE)(TY 1)	LF	$8.00	0.00	$0.00	1,830.00	1,830.00	$14,640.00	$14,640.00
529 6002	CONC CURB (TY II)	LF	$45.00	0.00	$0.00	67.00	67.00	$3,015.00	$3,015.00
530 6005	DRIVEWAYS (ACP)	SY	$27.00	0.00	$0.00	125.00	125.00	$3,375.00	$3,375.00
	TOTALS				$0.00			$152,430.54	$152,430.54

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *2* ***Project #*** *22IFB141*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
545 6005	CRASH CUSH ATTEN (REMOVE)	EA	$1,800.00	0.00	$0.00	4.00	4.00	$7,200.00	$7,200.00
545 6019	CRASH CUSH ATTEN (INSTL)(S)(N)(TL3)	EA	$9,800.00	0.00	$0.00	4.00	4.00	$39,200.00	$39,200.00
644 6042	IN SM RD SN SUP&AM TYS80(1)SB(T)	EA	$1,154.00	0.00	$0.00	1.00	1.00	$1,154.00	$1,154.00
666 6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LF	$1.25	0.00	$0.00	230.00	230.00	$287.50	$287.50
666 6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	LF	$2.50	0.00	$0.00	147.00	147.00	$367.50	$367.50
666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	$1.25	0.00	$0.00	834.00	834.00	$1,042.50	$1,042.50
666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	$5.75	0.00	$0.00	31.00	31.00	$178.25	$178.25
666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	$90.00	0.00	$0.00	4.00	4.00	$360.00	$360.00
666 6072	REFL PAV MRK TY I (W)(LNDP ARROW)(100MIL)	EA	$594.00	0.00	$0.00	2.00	2.00	$1,188.00	$1,188.00
666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	$101.00	0.00	$0.00	4.00	4.00	$404.00	$404.00
666 6105	REFL PAV MRK TY I (W) (BIKE ARW)(100 MIL)	EA	$94.00	0.00	$0.00	2.00	2.00	$188.00	$188.00
666 6111	REFL PAV MRK TY I (W) (BIKE SYML)(100 MIL)	EA	$94.00	0.00	$0.00	2.00	2.00	$188.00	$188.00
666 6168	REFL PAV MRK TY II (W) 4" (DOT)	LF	$1.25	0.00	$0.00	230.00	230.00	$287.50	$287.50
666 6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$0.40	0.00	$0.00	5,514.00	5,514.00	$2,205.60	$2,205.60
666 6176	REFL PAV MRK TY II (W) 8" (DOT)	LF	$1.25	0.00	$0.00	147.00	147.00	$183.75	$183.75
666 6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	$0.85	0.00	$0.00	834.00	834.00	$708.90	$708.90
666 6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	$1.00	0.00	$0.00	31.00	31.00	$31.00	$31.00
666 6184	REFL PAV MRK TY II (W) (ARROW)	EA	$94.00	0.00	$0.00	4.00	4.00	$376.00	$376.00
666 6190	REFL PAV MRK TY II (W) (LNDP ARW)	EA	$125.00	0.00	$0.00	2.00	2.00	$250.00	$250.00
666 6192	REFL PAV MRK TY II (W) (WORD)	EA	$94.00	0.00	$0.00	4.00	4.00	$376.00	$376.00
666 6200	REFL PAV MRK TY II (W) (BIKE ARROW)	EA	$63.00	0.00	$0.00	2.00	2.00	$126.00	$126.00
666 6202	REFL PAV MRK TY II (W) (BIKE SYMBOL)	EA	$63.00	0.00	$0.00	2.00	2.00	$126.00	$126.00
666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.75	0.00	$0.00	5,596.00	5,596.00	$4,197.00	$4,197.00
666 6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	$0.75	0.00	$0.00	5,514.00	5,514.00	$4,135.50	$4,135.50
670 6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	$1.00	0.00	$0.00	5,596.00	5,596.00	$5,596.00	$5,596.00
672 6007	REFL PAV MRKR TY I-C	EA	$4.40	0.00	$0.00	69.00	69.00	$303.60	$303.60
672 6009	REFL PAV MRKR TY II-A-A	EA	$4.00	0.00	$0.00	280.00	280.00	$1,120.00	$1,120.00
677 6001	ELIM EXT PAV MRK & MRKS (4")	LF	$1.00	0.00	$0.00	10,258.00	10,258.00	$10,258.00	$10,258.00
677 6003	ELIM EXT PAV MRK & MRKS (8")	LF	$2.20	0.00	$0.00	862.00	862.00	$1,896.40	$1,896.40
677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	$4.00	0.00	$0.00	32.00	32.00	$128.00	$128.00
677 6008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	$125.00	0.00	$0.00	2.00	2.00	$250.00	$250.00
The "Totals" from Table B of the previous work sheet:					$0.00			$152,430.54	$152,430.54
TOTALS					$0.00			$236,743.54	$236,743.54

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *2* ***Project #*** *22IFB141*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
677 6012	ELIM EXT PAV MRK & MRKS (WORD)	EA	$144.00	0.00	$0.00	2.00	2.00	$288.00	$288.00
677 6023	ELIM EXT PAV MRK & MRKS (BIKE ARROW)	EA	$94.00	0.00	$0.00	2.00	2.00	$188.00	$188.00
677 6025	ELIM EXT PAV MRK & MRKS (BIKE SYMBOL)	EA	$100.00	0.00	$0.00	2.00	2.00	$200.00	$200.00
678 6001	PAV SURF PREP FOR MRK (4")	EA	$0.02	0.00	$0.00	11,340.00	11,340.00	$226.80	$226.80
678 6004	PAV SURF PREP FOR MRK (8")	LF	$0.03	0.00	$0.00	981.00	981.00	$29.43	$29.43
678 6008	PAV SURF PREP FOR MRK (24")	LF	$0.12	0.00	$0.00	31.00	31.00	$3.72	$3.72
678 6009	PAV SURF PREP FOR MRK (ARROW)	LF	$1.25	0.00	$0.00	6.00	6.00	$7.50	$7.50
678 6016	PAV SURF PREP FOR MRK (WORD)	EA	$1.25	0.00	$0.00	4.00	4.00	$5.00	$5.00
678 6026	PAV SURF PREP FOR MRK (BIKE ARROW)	EA	$1.25	0.00	$0.00	2.00	2.00	$2.50	$2.50
678 6028	PAV SURF PREP FOR MRK (BIKE WORD)	EA	$1.25	0.00	$0.00	2.00	2.00	$2.50	$2.50
3076 6003	D-GR HMA TY-B PG64-22 (EXEMPT)	EA	$126.00	0.00	$0.00	1,164.00	1,164.00	$146,664.00	$146,664.00
3076 6066	TACK COAT	TON	$5.70	0.00	$0.00	421.00	421.00	$2,399.70	$2,399.70
3076 6070	D-GR HMA TY-D PG76-22 SAC-B (EXEMPT)	GAL	$155.00	0.00	$0.00	231.00	231.00	$35,805.00	$35,805.00
The "Totals" from Table B of the previous work sheet:					$0.00			$236,743.54	$236,743.54
TOTALS					$0.00			$422,565.69	$422,565.69

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

CR 258 Extension
Williamson County Project No. 22IFB141

Change Order No. 2
Reason for Change

This Change Order adds additional items to the contract for safety improvements on Ronald Reagan Blvd at Elizabeth Parkway. Ronald Reagan Blvd is being widened on the southbound portion of the roadway to allow for a left turn lane into Elizabeth Parkway and a southbound center acceleration lane for Elizabeth Parkway traffic entering Ronald Reagan Blvd.

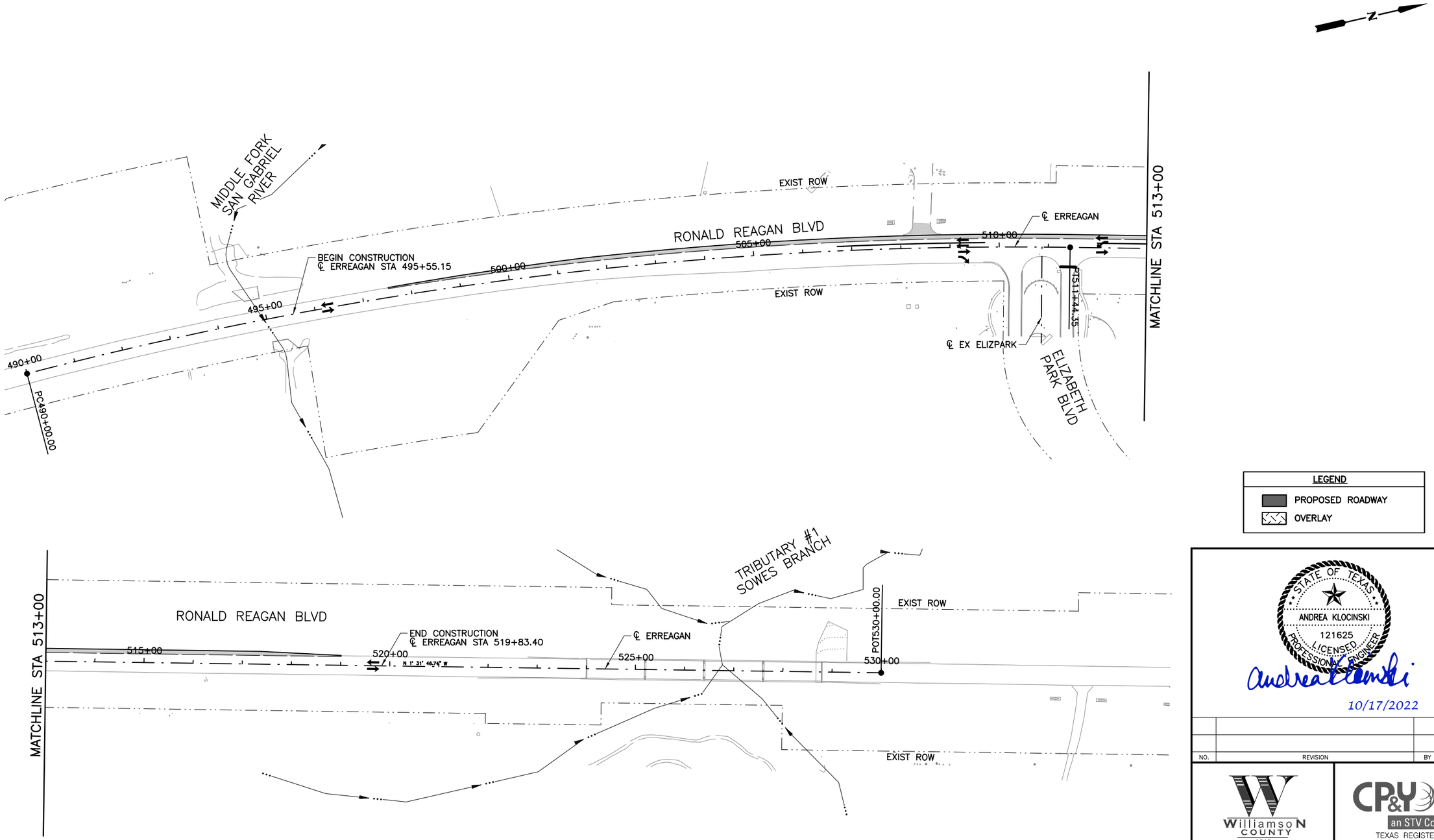
The following new items will be added by this Change Order.

104-6017	REMOVING CONC (DRIVEWAYS)	SY	154.00
104 6021	REMOVING CONC (CURB)	LF	86.00
105 6094	REMOVING STAB BASE & ASPH PAV (12"-27")	SY	369.00
110-6001	EXCAVATION (ROADWAY)	CY	551.00
132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CY	523.00
160 WC01	FURNISHING AND PLACING TOPSOIL (4")	SY	4,646.00
161 WC01	EROSION CONTROL COMPOST (3")	SY	1,162.00
162 WC103	MULCH TOPDRESSING (5")	SY	1,162.00
164 WC04	SEEDING FOR EROSION CONTROL (TEMP) (COOL) (TY 4)	SY	2,323.00
164 WC05	SEEDING FOR EROSION CONTROL (PERM) (WARM) (TY 5)	SY	4,646.00
164 WC10	SEEDING FOR EROSION CONTROL (TEMP) (WARM) (TY 10)	SY	2,323.00
166 6002	FERTILIZER	TON	0.29
168 WC01	VEGETATIVE WATERING	MG	93.00
496 6007	REMOV STR (PIPE)	LF	64.00
506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	120.00
506 6011	ROCK FILTER DAMS (REMOVE)	LF	120.00
512 6005	PORT CTB (FUR & INSTL)(F-SHAPE)(TY 1)	LF	1,830.00
512 6053	PORT CTB (REMOVE)(F-SHAPE)(TY 1)	LF	1,830.00
529 6002	CONC CURB (TY II)	LF	67.00
530 6005	DRIVEWAYS (ACP)	SY	125.00
545 6005	CRASH CUSH ATTEN (REMOVE)	EA	4.00
545 6019	CRASHCUSHATTEN (INSTL)(S)(N)(TL3)	EA	4.00
644 6042	IN SM RD SN SUP&AM TYS80(1)SB(T)	EA	1.00
666 6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LF	230.00
666 6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	LF	147.00
666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	834.00
666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	31.00

666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	4.00
666 6072	REFL PAV MRK TY I (W)(LNDP ARROW)(100MIL)	EA	2.00
666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	4.00
666 6105	REFL PAV MRK TY I (W) (BIKE ARW)(100 MIL)	EA	2.00
666 6111	REFL PAV MRK TY I (W) (BIKE SYML)(100 MIL)	EA	2.00
666 6168	REFL PAV MRK TY II (W) 4" (DOT)	LF	230.00
666 6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	5,514.00
666 6176	REFL PAV MRK TY II (W) 8" (DOT)	LF	147.00
666 6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	834.00
666 6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	31.00
666 6184	REFL PAV MRK TY II (W) (ARROW)	EA	4.00
666 6190	REFL PAV MRK TY II (W) (LNDP ARW)	EA	2.00
666 6192	REFL PAV MRK TY II (W) (WORD)	EA	4.00
666 6200	REFL PAV MRK TY II (W) (BIKE ARROW)	EA	2.00
666 6202	REFL PAV MRK TY II (W) (BIKE SYMBOL)	EA	2.00
666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	5,596.00
666 6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	5,514.00
670 6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	5,596.00
672 6007	REFL PAV MRKR TY I-C	EA	69.00
672 6009	REFL PAV MRKR TY II-A-A	EA	280.00
677 6001	ELIM EXT PAV MRK & MRKS (4")	LF	10,258.00
677 6003	ELIM EXT PAV MRK & MRKS (8")	LF	862.00
677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	32.00
677 6008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	2.00
677 6012	ELIM EXT PAV MRK & MRKS (WORD)	EA	2.00
677 6023	ELIM EXT PAV MRK & MRKS (BIKE ARROW)	EA	2.00
677 6025	ELIM EXT PAV MRK & MRKS (BIKE SYMBOL)	EA	2.00
678 6001	PAV SURF PREP FOR MRK (4")	EA	11,340.00
678 6004	PAV SURF PREP FOR MRK (8")	LF	981.00
678 6008	PAV SURF PREP FOR MRK (24")	LF	31.00
678 6009	PAV SURF PREP FOR MRK (ARROW)	LF	6.00
678 6016	PAV SURF PREP FOR MRK (WORD)	EA	4.00
678 6026	PAV SURF PREP FOR MRK (BIKE ARROW)	EA	2.00
678 6028	PAV SURF PREP FOR MRK (BIKE WORD)	EA	2.00
3076 6003	D-GR HMA TY-B PG64-22 (EXEMPT)	EA	1,164.00
3076 6066	TACK COAT	TON	421.00
3076 6070	D-GR HMA TY-D PG76-22 SAC-B (EXEMPT)	GAL	231.00

This Change Order results in a net increase of $422,565.69 to the Contract amount, for an adjusted Contract total of $6,259,320.05. The original Contract amount was $5,836,754.36. As a result of this and all Change Orders to-date, $422,565.69 has been added to the Contract, resulting in a 7.24% net increase in the overall Contract cost. As a result of this Change Order, zero (0) days will be added to the contract.

HNTB Corporation
Oscar Salazar-Bueno, P.E.



STATE OF TEXAS
ANDREA KLOCINSKI
121625
LICENSED
PROFESSIONAL ENGINEER

10/17/2022

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848

CP&Y an STV Company
TEXAS REGISTERED ENGINEERING FIRM F-1741

RONALD REAGAN BLVD.

PROJECT LAYOUT

Designed:	ANK	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.					HIGHWAY NO.
Checked:	AJS	X	TEXAS						
Drawn:	ANK	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.			SHEET NO.
Checked:	AJS		WILLIAMSON						1

SHEET 1 OF 1

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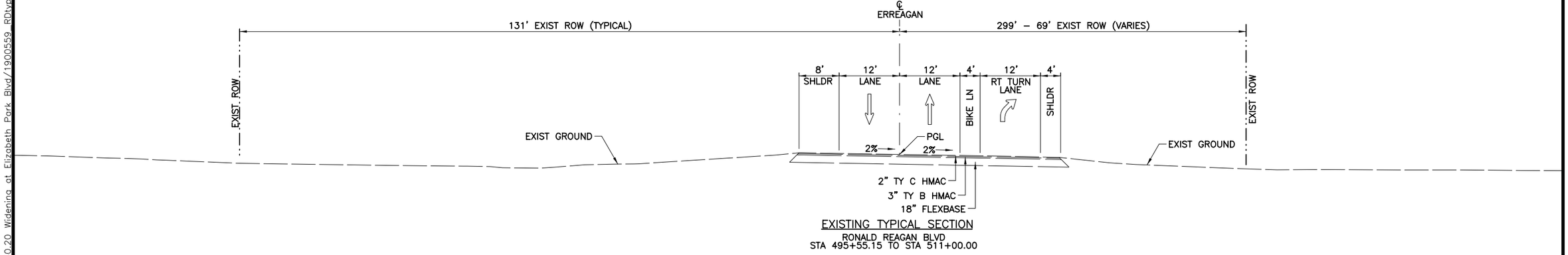
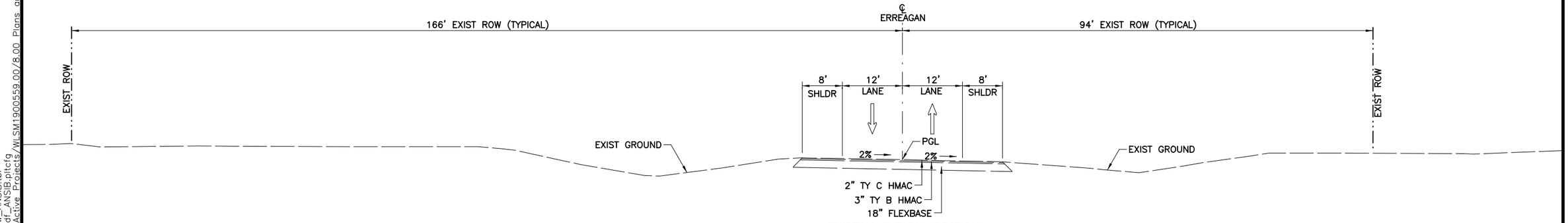


EXISTING TYPICAL SECTION
RONALD REAGAN BLVD
STA 495+55.15 TO STA 511+00.00



EXISTING TYPICAL SECTION
RONALD REAGAN BLVD
STA 511+00.00 TO STA 519+83.40

NOTES:

1. MATERIAL AND DIMENSIONS FOR EXISTING PAVEMENT SECTION MAY VARY. FOR CONTRACTORS INFORMATION ONLY.

STATE OF TEXAS
ANDREA KLOCINSKI
121625
LICENSED
PROFESSIONAL ENGINEER

10/17/2022

SHEET 1 OF 2

WILLIAMSON COUNTY 1848

CP&Y an STV Company
TEXAS REGISTERED ENGINEERING FIRM F-1741

RONALD REAGAN BLVD.

TYPICAL SECTIONS

Designed:	ANK	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
Checked:	AJS	X	TEXAS					
Drawn:	ANK	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked:	AJS		WILLIAMSON					2

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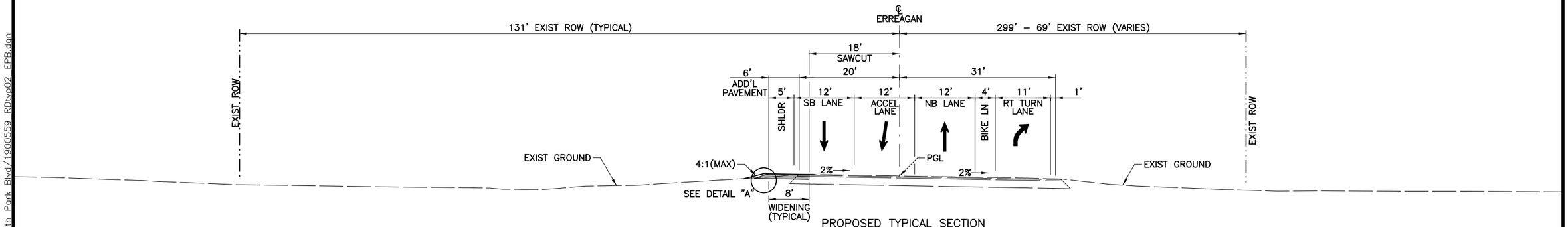

PROPOSED TYPICAL SECTION
RONALD REAGAN BLVD
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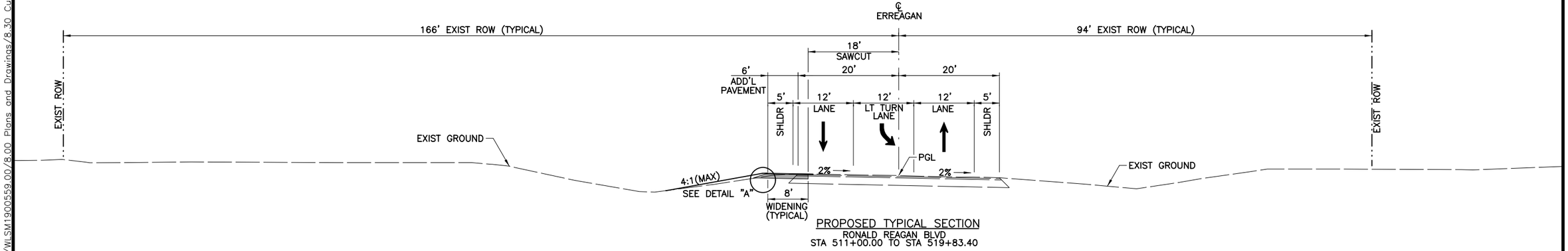
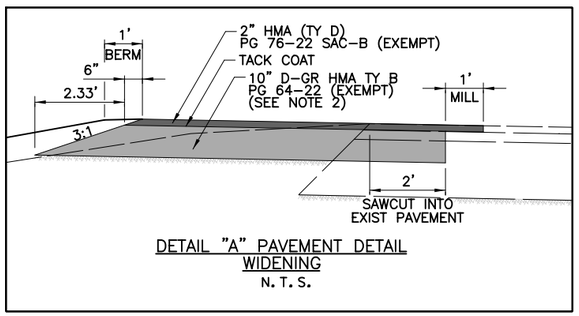


PROPOSED TYPICAL SECTION
RONALD REAGAN BLVD
STA 511+00.00 TO STA 519+83.40



DETAIL "A" PAVEMENT DETAIL
WIDENING
N. T. S.

NOTES:

1. MATERIAL AND DIMENSIONS FOR EXISTING PAVEMENT SECTION MAY VARY. FOR CONTRACTORS INFORMATION ONLY.
2. HMA TY B SHALL BE LAID IN 2 – 5" LIFTS.

STATE OF TEXAS
ANDREA KLOCINSKI
121625
LICENSED
PROFESSIONAL ENGINEER

10/17/2022

Williamson County 1848

CP&Y an STV Company
TEXAS REGISTERED ENGINEERING FIRM F-1741

RONALD REAGAN BLVD.

TYPICAL SECTIONS

Designed:	ANK	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
Checked:	AJS	X	TEXAS					
Drawn:	ANK	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked:	AJS		WILLIAMSON					3

SHEET 2 OF 2

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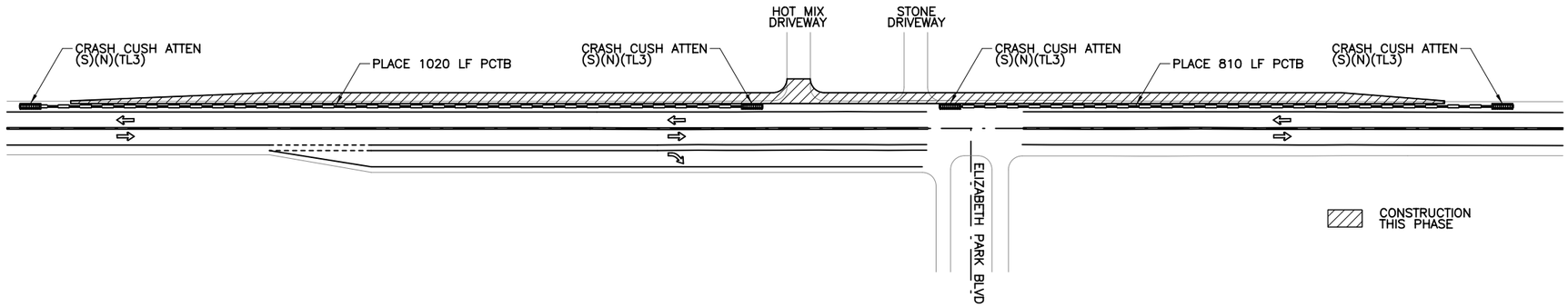
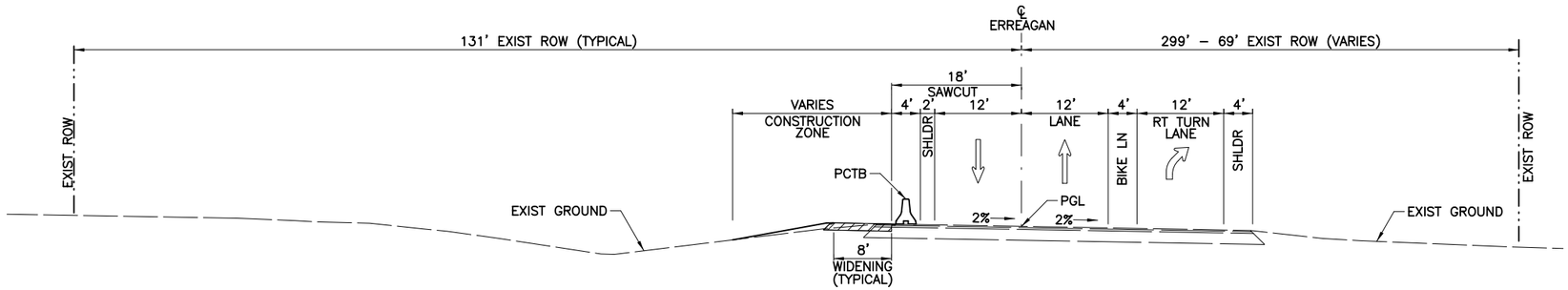
10/17/2022 3:31:04 PM aklocinski

TCP NARRATIVE:

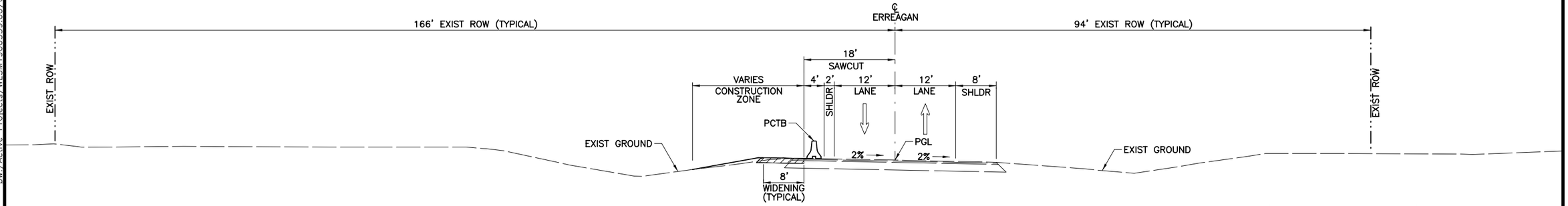
1. PLACE ADVANCED WARNING SIGNS AS SHOWN IN THE PLANS IN ACCORDANCE TO THE TXDOT STANDARDS BC(1)–BC(12). TRAFFIC CONTROL DEVICES AND ADVANCED WARNING SIGNS SHALL BE IN COMPLIANCE TO THE TMUTCD.
2. PLACE TEMPORARY EROSION CONTROL DEVICES AS SHOWN IN THE PLANS, AND AS DIRECTED BY THE ENGINEER, PRIOR TO BEGINNING ANY OTHER WORK.
3. INSTALL PORTABLE CONCRETE TRAFFIC BARRIER, CRASH CUSHIONS, AND TRAFFIC CONTROL DEVICES.
4. SAWCUT THE EXISTING PAVEMENT TO THE LIMITS SHOWN IN THE PLANS.
5. CONSTRUCT THE NEW PAVEMENT TO THE LIMITS SHOWN IN THE PLANS. ENSURE AT LEAST ONE (1) LANE IN EACH DIRECTION IS PERMITTED AT ALL TIMES.
6. CONSTRUCT HOT MIX DRIVEWAY AT FIRE STATION AND REGRADE CRUSHED STONE DRIVEWAY AT ACCESS DRIVEWAY TO MATCH EXISTING. ACCESS TO DRIVEWAYS MUST BE MAINTAINED AT ALL TIMES.
7. PLACE THE PERMANENT STRIPING AS SOON AS PRACTICAL ACCORDING TO THE GOVERNING SPECIFICATIONS. KEEP EDGE LINE BARRICADES IN PLACES UNTIL THE END OF THIS PHASE.
8. PERFORM FINAL CLEANUP OPERATIONS AND COMPLETE ALL PUNCH LIST ITEMS. LEAVE ADVANCED WARNING SIGNS IN PLACE UNTIL SIGN REMOVAL IS APPROVED IN WRITING BY THE ENGINEER.



PCTB TRAFFIC CONTROL PLAN
N.T.S.



TCP TYPICAL SECTION
RONALD REAGAN BLVD
STA 495+55.15 TO STA 511+00.00



TCP TYPICAL SECTION
RONALD REAGAN BLVD
STA 511+00.00 TO STA 519+83.40

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TCP NARRATIVE, TYPICAL SECTION AND PHASING

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Checked:	AJS	X	TEXAS					
Drawn:	ANK	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked:	AJS		WILLIAMSON					4

SHEET 1 OF 1

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Beginning chain CL_ERREAGAN description

			Curve Data			
Curve BL_ERREAGAN1						
P.I. Station		500+78.69	N	10,214,169.7136	E	3,080,785.7147
Delta	=	15° 25′ 03.16" (RT)				
Degree	=	0° 43′ 08.34"				
Tangent	=	1,078.6935				
Length	=	2,144.3537				
Radius	=	7,969.0000				
External	=	72.6752				
Long Chord	=	2,137.8901				
Mid. Ord.	=	72.0185				
P.C. Station		490+00.00	N	10,213,137.8636	E	3,081,100.1434
P.T. Station		511+44.35	N	10,215,248.0227	E	3,080,756.9198
C.C.			N	10,215,460.7493	E	3,088,723.0800
Back	= N	16° 56′ 49.90" W				
Ahead	= N	1° 31′ 46.74" W				
Chord Bear	= N	9° 14′ 18.32" W				

Course from PT BL_ERREAGAN1 to BLERR101 N 1° 31′ 46.74" W Dist 1,855.6463

Point BLERR101 N 10,217,103.0078 E 3,080,707.3847 Sta 530+00.00

Ending chain CL_ERREAGAN description

Beginning chain EX_ELIZPARK description

Point EXEP102 N 10,215,190.6903 E 3,080,758.6573 Sta 10+00.00

Course from EXEP102 to EXEP103 N 88° 03′ 28.62" E Dist 194.9981

Point EXEP103 N 10,215,197.2985 E 3,080,953.5435 Sta 11+95.00

Ending chain EX_ELIZPARK description

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HORIZONTAL DATA SHEET

Designed:	ANK	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
Checked:	AJS	X	TEXAS					
Drawn:	ANK	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked:	AJS		WILLIAMSON					5

SHEET 1 OF 1

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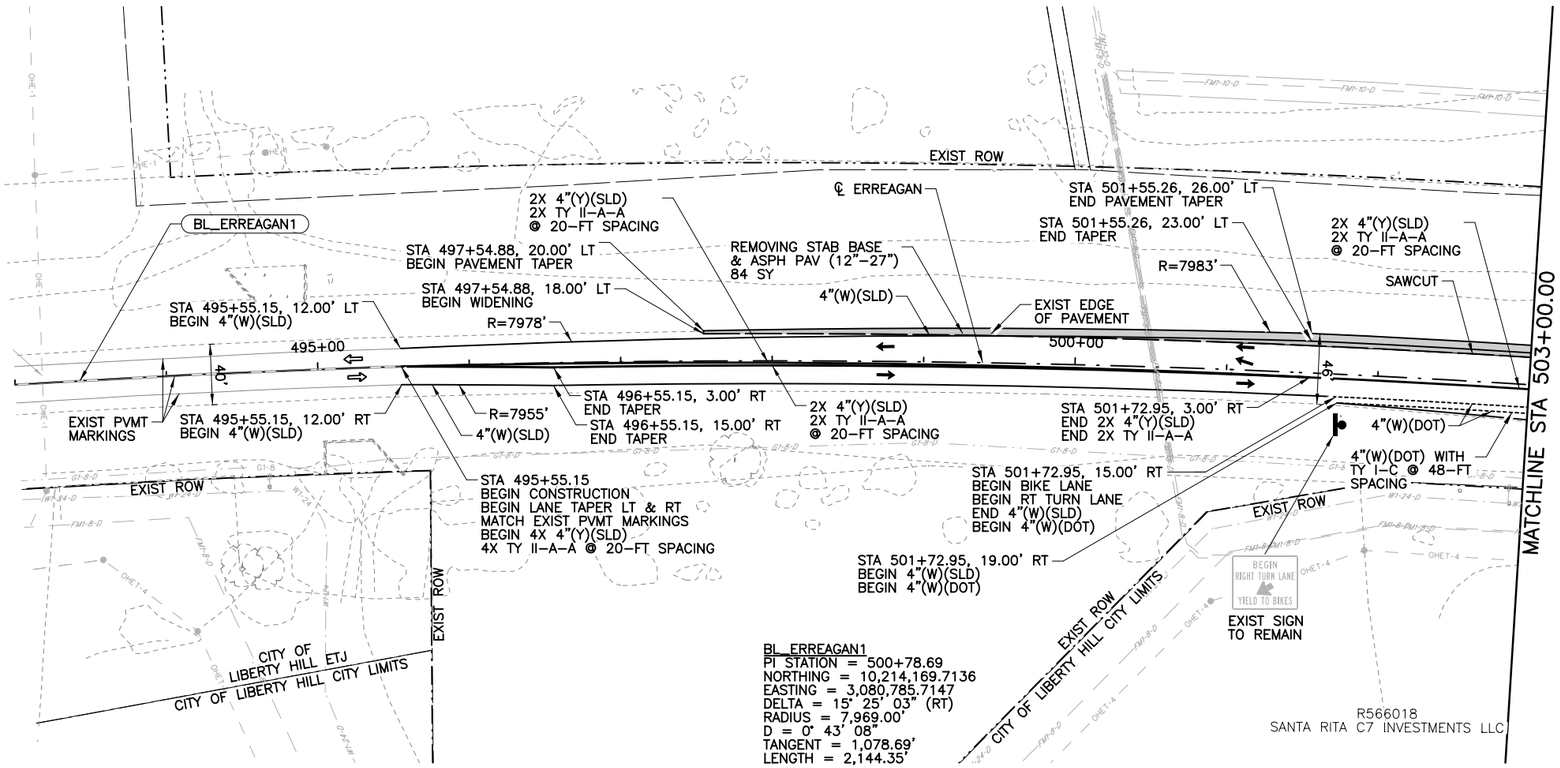
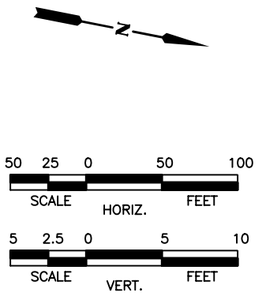
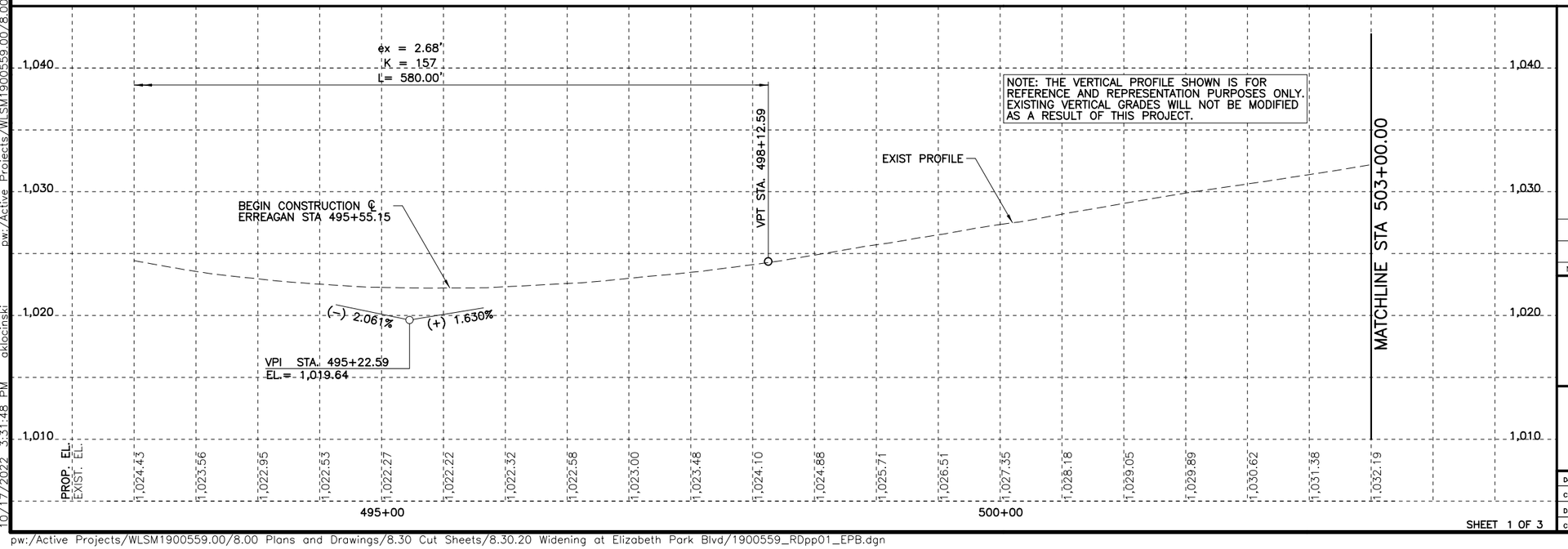




NOTES:

1. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT WHERE APPLICABLE.
2. ALL STATIONING BASED ON ℄ ERREAGAN UNLESS OTHERWISE NOTED.
3. EXISTING GROUND PROFILE IS AT ℄ ERREAGAN.
4. DRIVEWAY LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION.
5. MAINTAIN ACCESS TO FIRE STATION AND GRAVEL DRIVEWAY AT ALL TIMES.
6. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION AREA AND TO USE CAUTION WHILE WORKING OVER OR NEAR GAS LINES.



SHEET 1 OF 3

STATE OF TEXAS
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10/17/2022

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848

CP&Y an STV Company
TEXAS REGISTERED ENGINEERING FIRM F-1741

RONALD REAGAN BLVD.

ROADWAY PLAN & PROFILE
RONALD REAGAN BLVD.

Designed:	ANK	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
Checked:	AJS	X	TEXAS					
Drawn:	ANK	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked:	AJS		WILLIAMSON					6

cpybw_ANSIB.tbl
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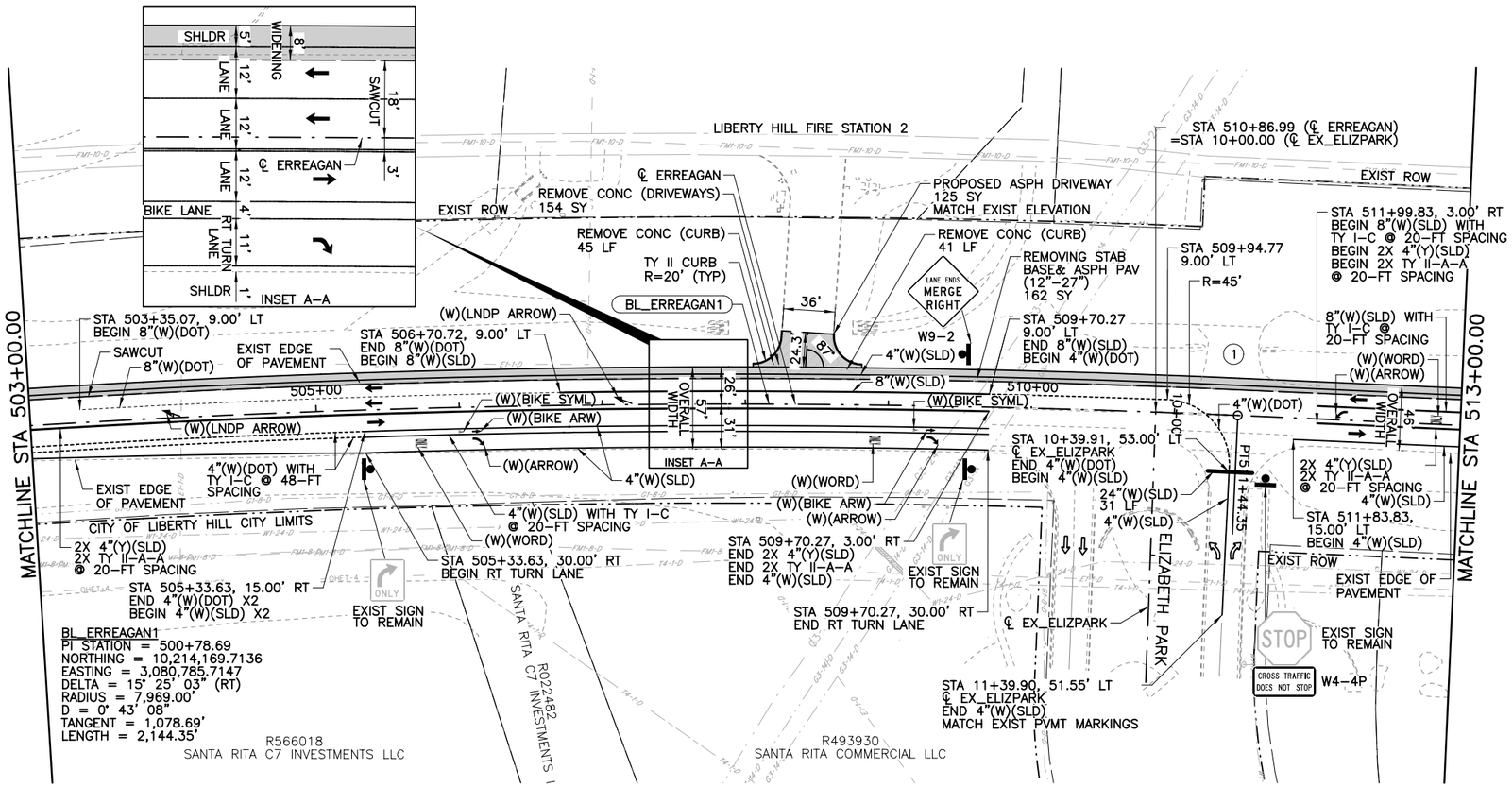

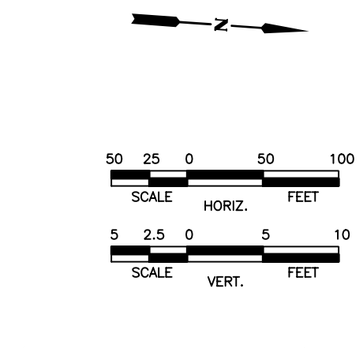

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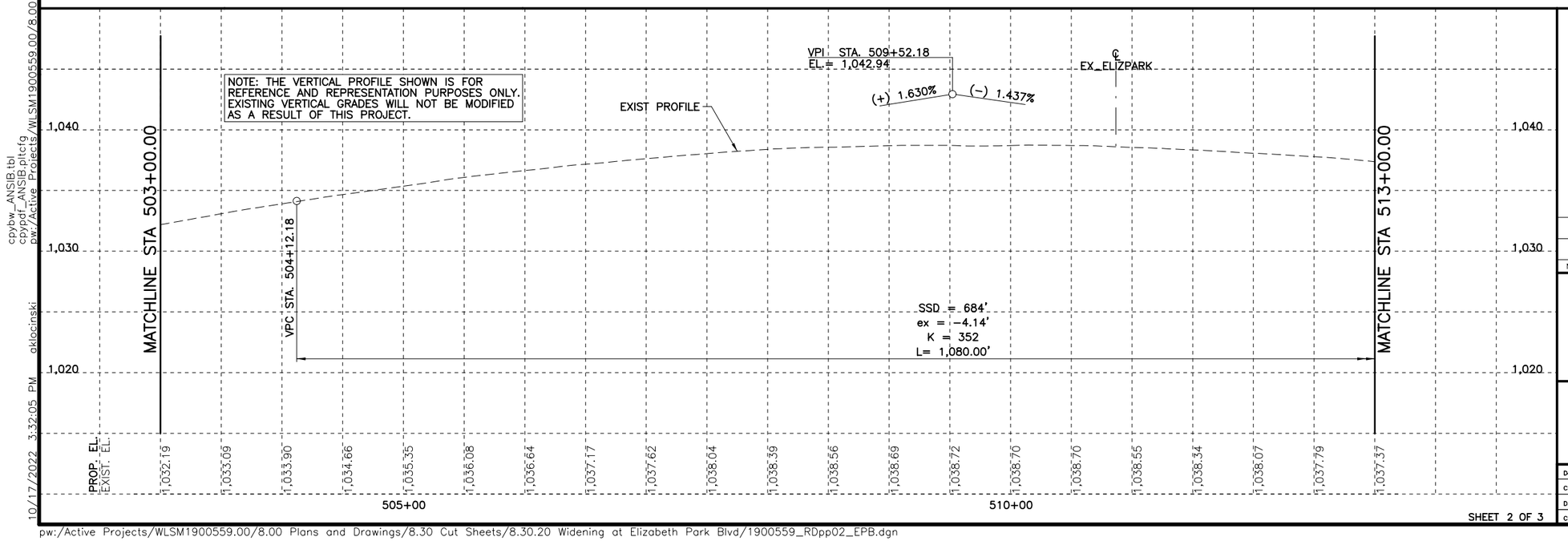

STATE OF TEXAS
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Williamson County 1848

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TEXAS REGISTERED ENGINEERING FIRM F-1741

RONALD REAGAN BLVD.

ROADWAY PLAN & PROFILE
RONALD REAGAN BLVD.

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Drawn:	ANK	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked:	AJS		WILLIAMSON					7

SHEET 2 OF 3

cpybw_ANSIB.tbl
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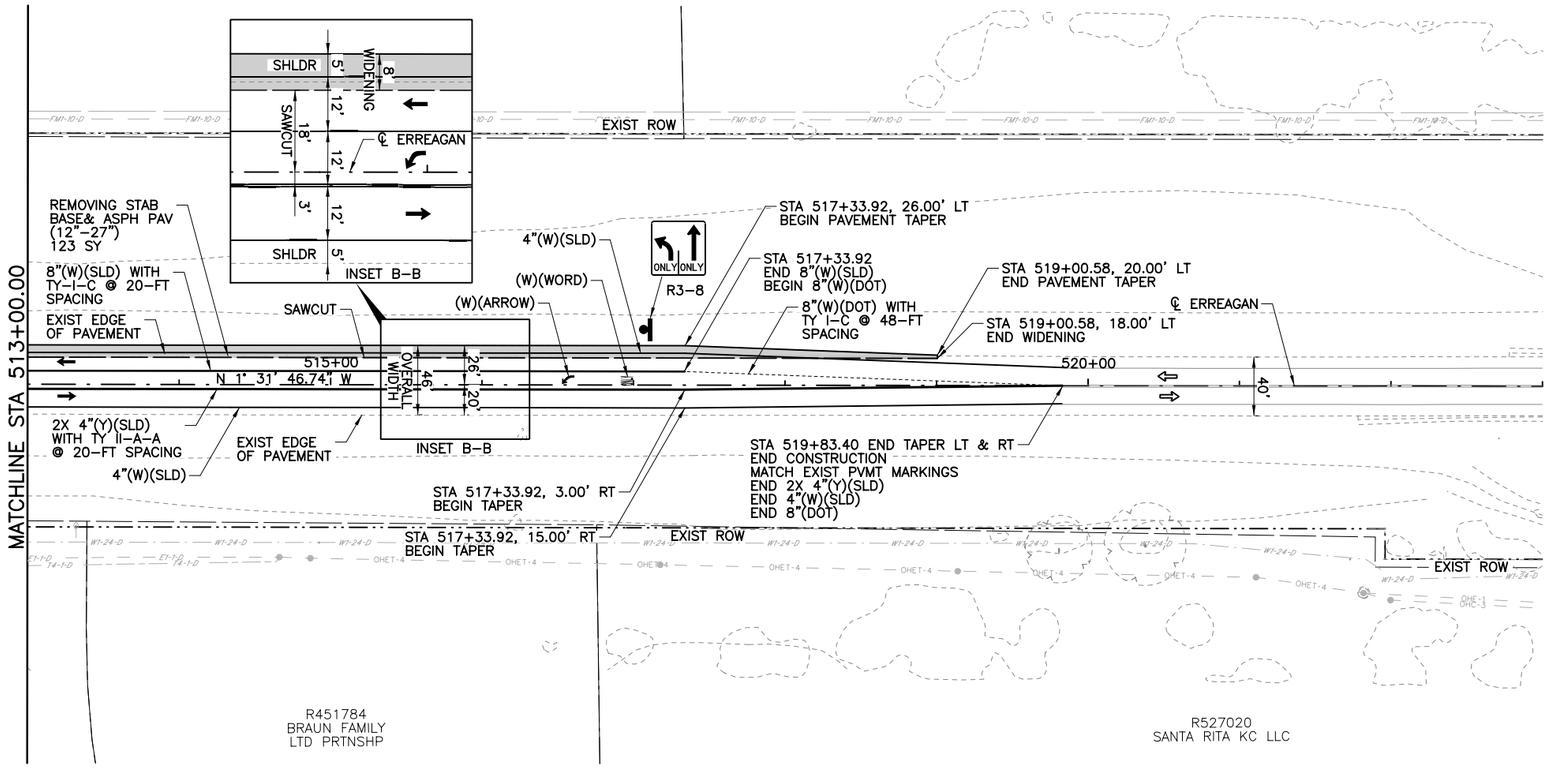

N

50 25 0 50 100
SCALE HORIZ. FEET

5 2.5 0 5 10
SCALE VERT. FEET

LEGEND
- PROPOSED PAVEMENT
- MILL & OVERLAY
- CONCRETE
- STONE RIPRAP

NOTES:

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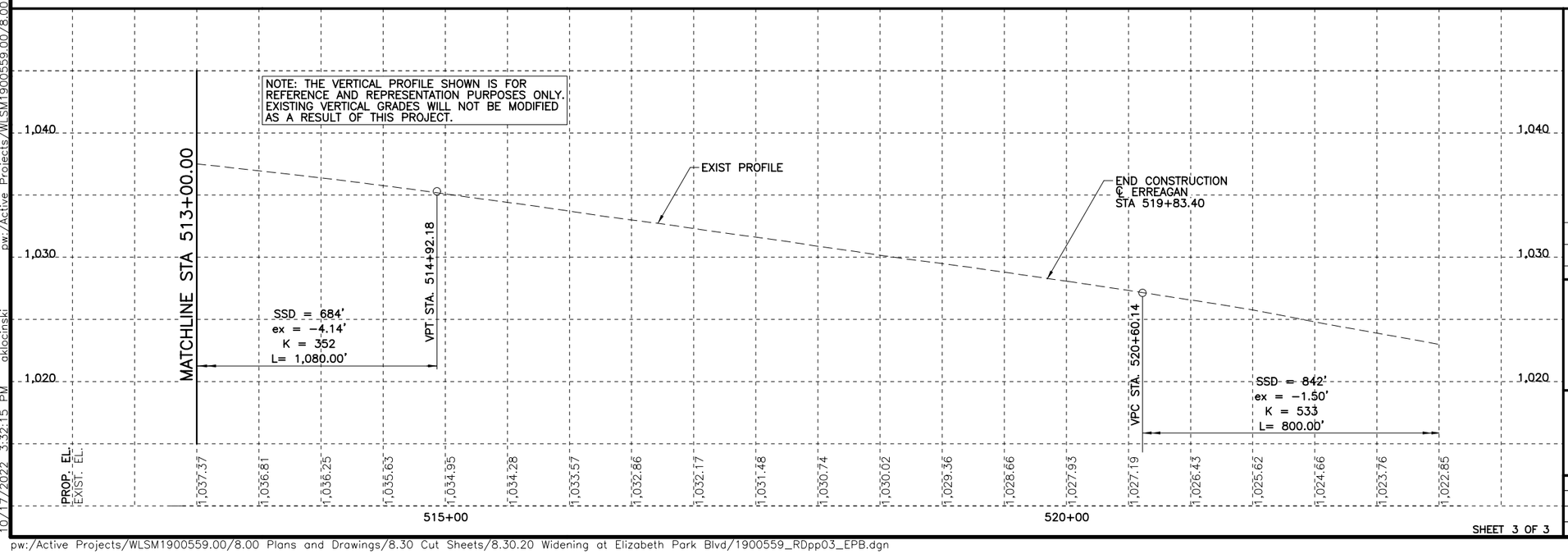

SHEET 3 OF 3

STATE OF TEXAS
ANDREA KLOCINSKI
121625
LICENSED
PROFESSIONAL ENGINEER

10/17/2022

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848

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RONALD REAGAN BLVD.

ROADWAY PLAN & PROFILE
RONALD REAGAN BLVD.

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Drawn:	ANK	DIST.	COUNTY		CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked:	AJS		WILLIAMSON						8

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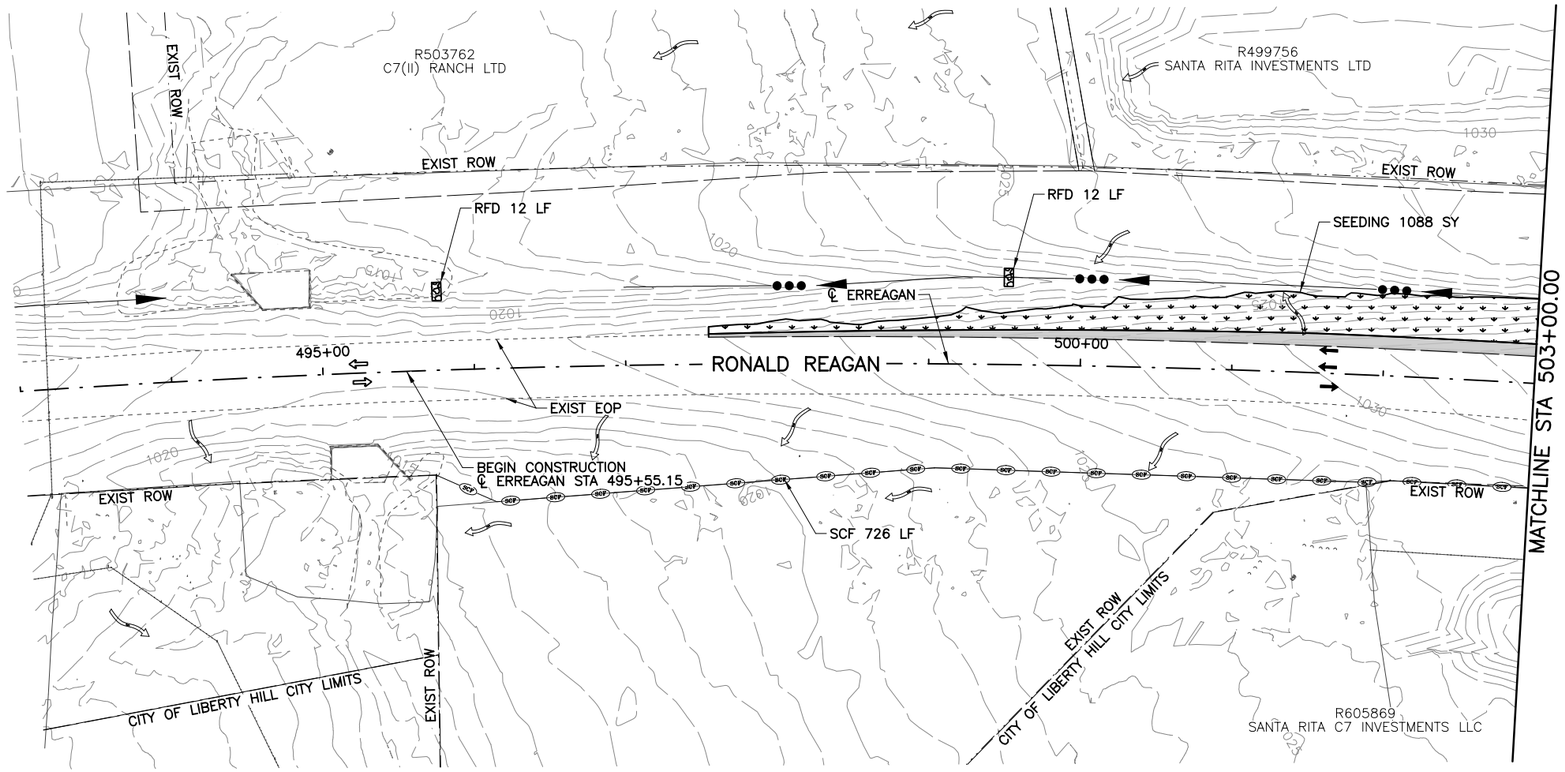

N

50 25 0 50 100
SCALE FEET

LEGEND
SEDIMENT CONTROL FENCE
SEEDING/VEGETATION
CONCRETE RIPRAP
ROCK BERM
SOIL RETENTION BLANKET (CL 1 TY C)

NOTES:

1. ALL EROSION CONTROL ELEMENTS SHALL BE IN PLACE PRIOR TO COMMENCING ANY SOIL DISTURBING ACTIVITIES. ALL EROSION CONTROL ELEMENTS TO BE PLACED AS SHOWN IN STANDARDS EXCEPT AS DIRECTED BY THE ENGINEER.
2. LOCATIONS OF CONSTRUCTION EXITS TO BE DETERMINED BY THE CONTRACTOR AND FIELD ENGINEER.
3. ALL PERIMETER CONTROLS TO REMAIN UNTIL END OF CONSTRUCTION. ALL INLETS WILL HAVE PROTECTION UNTIL END OF CONSTRUCTION.
4. THE QUANTITIES SHOWN ARE APPROXIMATE AND MAY BE ADJUSTED TO MEET FIELD CONDITIONS.
5. ALL EROSION CONTROL DEVICES TO BE INSTALLED AS DIRECTED BY ENGINEER.
6. SILT FENCE IS TO BE INSTALLED AND MAINTAINED ALONG THE ENTIRE PERIMETER OF THE PROJECT.

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NO.	REVISION	BY	DATE

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RONALD REAGAN BLVD.
EROSION CONTROL LAYOUT

Designed:	ANK	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.				HIGHWAY NO.
Checked:	AJS	X	TEXAS					
Drawn:	ANK	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked:	AJS		WILLIAMSON					9

SHEET 1 OF 3

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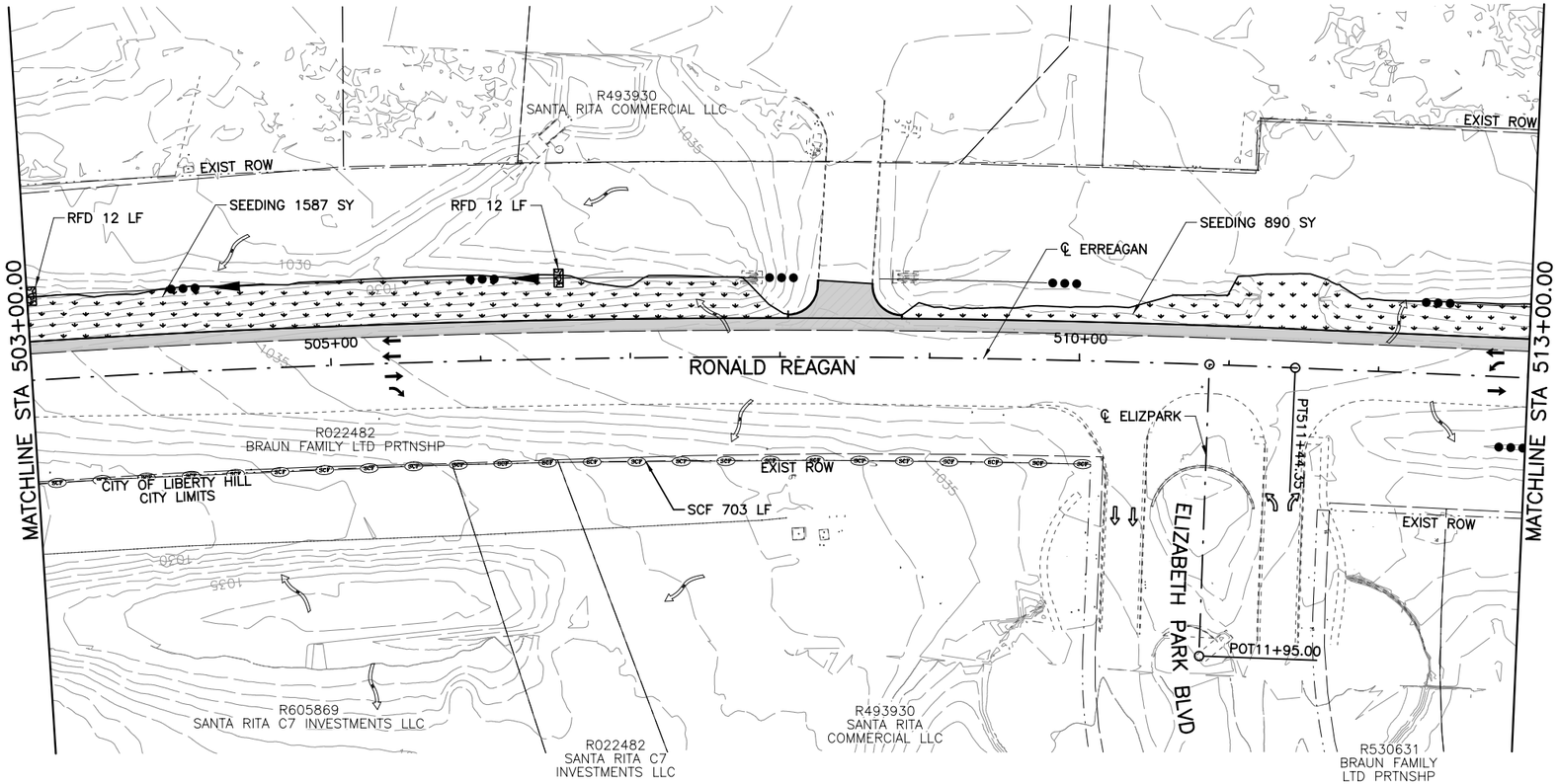

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SCALE FEET

LEGEND
SEDIMENT CONTROL FENCE
SEEDING/VEGETATION
CONCRETE RIPRAP
ROCK BERM
SOIL RETENTION BLANKET (CL 1 TY C)

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EROSION CONTROL LAYOUT

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Checked:	AJS		WILLIAMSON					10

SHEET 2 OF 3

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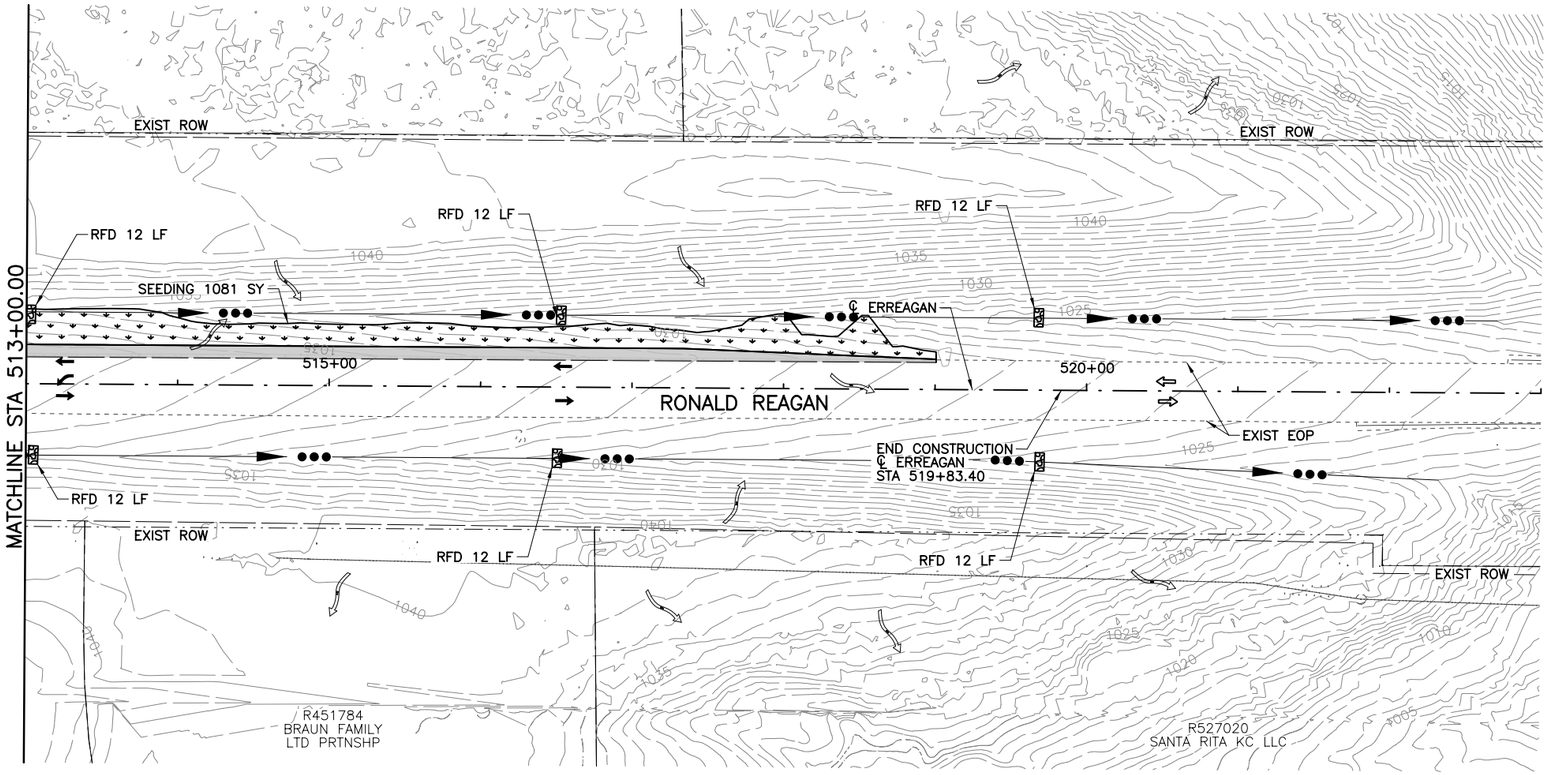

N

50 25 0 50 100
SCALE FEET

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Checked:	AJS		WILLIAMSON					11

SHEET 3 OF 3

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Commissioners Court - Regular Session **36.**

Meeting Date: 11/22/2022

T5045 - CR 404 Hutto Water Line Realignment Change Order #3 (Temporary Water Line)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $47,778.00 for Project T5045 CR 404 Hutto Water Line Realignment (Austin Underground, Inc.) P390 Funding Source: Road Bond.

Background

This Change Order provides payment to the contractor for installing a temporary water line to bypass the Mustang Creek Tributary 2 Bridge. The existing Jonah water line is in conflict with the proposed drill shafts for the bridge. This temporary line bypasses the existing line and allows the contractor to drill the shafts for Mustang Creek Tributary 2 Bridge.

A new temporary water line bid item will be added to the Contract to allow for payment.

This Change Order results in a net increase of $47,778.00 to the Contract amount, for an adjusted Contract total of $3,338,106.25. The original Contract amount was $2,897,639.00. As a result of this and all Change Orders to-date, $440,467.25 has been added to the Contract, resulting in an 15.20% net increase in the overall Contract cost. As a result of this Change Order, (0) days will be added to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T5045-CR 404 Hutto Water Line Realignment Change Order #3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:43 AM
Form Started By: Julissa Vasquez		Started On: 11/17/2022 07:57 AM
Final Approval Date: 11/17/2022		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 3

1. CONTRACTOR: **Austin Underground, Inc.**

2. Change Order Work Limits: Sta. **175+00** to Sta. **180+50**

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

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

Project:	***T5045***
Roadway:	***CR 404***
CSJ Number:	

5. Describe the work being revised:

2G. Unadjusted utility (unforeseeable). This Change Order adds the installation of a temporary bypass water line to avoid conflict of the proposed drill shafts for the bridge at Mustang Creek Tributary 2.

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 11/8/2022

By

Typed/Printed Name Valentin Gomez

Typed/Printed Title Senior Project Manager

The following information must be provided

Time Ext. #: **0** Days added on this CO: **0**

Amount added by this change order: **$47,778.00**

RECOMMENDED FOR EXECUTION:

Oscar Salazar-Bueno 11/17/2022
Project Manager Date

N/A
Design Engineer Date

11/17/2022
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***3*** ***Project #*** ***T5045***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
J106-999	4" TEMP WATER LINE	LF	$79.63	0.00	$0.00	600.00	600.00	$47,778.00	$47,778.00
TOTALS					$0.00			$47,778.00	$47,778.00

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

CR 404 Hutto Water Line
Williamson County Project No. T5045

Change Order No. 3
Reason for Change

This Change Order provides payment to the contractor for installing a temporary water line to bypass the Mustang Creek Tributary 2 Bridge. The existing Jonah water line is in conflict with the proposed drill shafts for the bridge. This temporary line bypasses the existing line and allows the contractor to drill the drill shafts for Mustang Creek Tributary 2 Bridge.

The following new item will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
J106-999	4” TEMPORARY WATER LINE	600.00	LF

This Change Order results in a net increase of $47,778.00 to the Contract amount, for an adjusted Contract total of $3,338,106.25. The original Contract amount was $2,897,639.00. As a result of this and all Change Orders to-date, $440,467.25 has been added to the Contract, resulting in an 15.20% net increase in the overall Contract cost. As a result of this Change Order, (0) days will be added to the contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

PROJECT: Hutto 24" Waterline Relocation - CR 404 **I.D. #:** T5045

ITEM NUMBER/DESC.: Jonah CR 401 - Temporary Water Line @ Bridge

Date Prepared: July 28, 2022

ITEM DESCRIPTION		Summary	QTY	UNIT COSTS							TOTAL COSTS				
				UNIT	LABOR	EQUIP	MATERIAL	SUBCT.	O.T.Factor	Other	LABOR	EQUIP	MATERIALS	SUBCT.	Other
LABOR															
Foreman	Diego Pineda	Regular Time	40.00	HR	$ 26.67				1.00		$ 1,066.80				
		Over-Time	10.00	HR	$ 53.34				1.00		$ 533.40				
Foreman	Jose Ruiz	Regular Time	24.00	HR	$ 20.80				1.00		$ 499.20				
		Over-Time	33.00	HR	$ 31.20				1.00		$ 1,029.60				
Operator	Juan Gonzalez	Regular Time	32.50	HR	$ 22.00				1.00		$ 715.00				
		Over-Time	27.00	HR	$ 33.00				1.00		$ 891.00				
Operator	Pedro Tovar	Regular Time	22.00	HR	$ 24.00				1.00		$ 528.00				
		Over-Time	25.00	HR	$ 36.00				1.00		$ 900.00				
Utility Laborer	Osiel Mendez	Regular Time	22.00	HR	$ 21.00				1.00		$ 462.00				
		Over-Time	16.00	HR	$ 31.50				1.00		$ 504.00				
Utility Laborer	Alejandro Alvidez	Regular Time	11.00	HR	$ 20.00				1.00		$ 220.00				
		Over-Time	25.00	HR	$ 30.00				1.00		$ 750.00				
Common Laborer	Luis Perez	Regular Time	32.50	HR	$ 17.00				1.00		$ 552.50				
		Over-Time	19.00	HR	$ 25.50				1.00		$ 484.50				
Common Laborer	Gilberto Rodriguez	Regular Time	32.50	HR	$ 17.00				1.00		$ 552.50				
		Over-Time	19.00	HR	$ 25.50				1.00		$ 484.50				
Common Laborer	Selvin Yanes	Regular Time	22.00	HR	$ 16.00				1.00		$ 352.00				
		Over-Time	25.00	HR	$ 24.00				1.00		$ 600.00				
Common Laborer	Denis Miner	Regular Time	22.00	HR	$ 16.50				1.00		$ 363.00				
		Over-Time	25.00	HR	$ 24.75				1.00		$ 618.75				
common laborer	Bryan Blanco Sanches	Regular Time	11.00	HR	$ 16.50				1.00		$ 181.50				
		Over-Time		HR	$ 24.75				1.00		$ -				
EQUIPMENT															
Backhoe			61	HR		$ 69.11						$ 4,215.71			
Foreman Pickup			71	HR		$ 42.15						$ 2,992.65			
Crew Pickup			61	HR		$ 42.15						$ 2,571.15			
Materials															
4" Certalok			600	LF			$ 10.39						$ 6,234.00	$ -	
4" 90 Deg Bends			4	EA			$ 85.94						$ 343.76	$ -	
4" Gate Valves			2	EA			$ 564.50						$ 1,129.00	$ -	
Bedding Sand			5	Ton			$ 21.50						$ 107.50	$ -	
													$ -	$ -	
Chlorination & Bacteria Test															
Mat Chlor			1	LS				$ 2,061.00						$ 2,061.00	
													$ -		
Other:															
Trucking			5	HR						$ 90.00					$ 450.00
															$ -
TOTALS											$ 12,288.25	$ 9,779.51	$ 7,814.26	$ 2,061.00	$ 450.00

PROJECT: Hutto 24" Waterline Relocation - CR 404 **I.D. #:** T5045

ITEM NUMBER/DESC.: Jonah CR 401 - Temporary Water Line @ Bridge

Date Prepared: July 28, 2022

ITEM DESCRIPTION	Summary	QTY	UNIT	UNIT COSTS LABOR	EQUIP	MATERIAL	SUBCT.	O.T.Factor	Other	TOTAL COSTS LABOR	EQUIP	MATERIALS	SUBCT.	Other
Total Labor						$ 12,288.25								
Total Equipment						$ 9,779.51								
Total Materials						$ 7,814.26								
Total Subcontract						$ 2,061.00								
Other						$ 450.00								
Labor Burden		$ 12,288.25	@	55%		$ 6,758.54								
Labor OH&P		$ 12,288.25	@	25%		$ 3,072.06								
Equipment OH&P		$ 9,779.51	@	25%		$ 2,444.88								
Material OH&P		$ 7,814.26	@	25%		$ 1,953.57								
Subcontract OH&P		$ 2,061.00	@	5%		$ 103.05								
Other OH&P		$ 450.00	@	25%		$ 112.50								
				Subtotal		$ 46,837.61								
Bid Items:														
Bond to be adjusted at end of project		$ 46,837.61	@	2%		$ 936.75								
Net Increase				TOTAL		**$ 47,774.36**								

Mob/Pothole	$ 7,050.41
Temp Water	$ 17,226.32
Test & Tie-in	$ 18,989.37
Remove Temp Line	$ 4,508.26
	$ [illegible]

$47,778.00

600 LF

$79.63/LF

This is a unit price for this item and is in line with current TxDOT pricing.

PROJECT: Hutto 24" Waterline Relocation - CR 404 **I.D. #:** T5045

ITEM NUMBER/DESC.: Jonah CR 401 - Temporary Water Line @ Bridge

Date Prepared: July 28, 2022

ITEM DESCRIPTION		Mobilize-Pothole-Prep (Jul 12-13)	QTY	UNIT COSTS UNIT	LABOR	EQUIP	MATERIAL	SUBCT.	O.T.Factor	Other	TOTAL COSTS LABOR	EQUIP	MATERIALS	SUBCT.	Other
LABOR															
Foreman	Diego Pineda	Regular	20	HR	$ 26.67				1.00		$ -				
		Overtime		HR	$ 53.34				1.00		$ 533.40				
Operator	Juan Gonzalez	Regular	21	HR	$ 22.00				1.00		$ -				
		Overtime		HR	$ 33.00				1.00		$ 462.00				
Common Laborer	Luis Perez	Regular	21	HR	$ 17.00				1.00		$ -				
		Overtime		HR	$ 25.50				1.00		$ 357.00				
Common Laborer	Gilberto Rodriguez	Regular	21	HR	$ 17.00				1.00		$ -				
		Overtime		HR	$ 25.50				1.00		$ 357.00				
									1.00		$ -				
									1.00		$ -				
									1.00		$ -				
EQUIPMENT															
Backhoe			20	HR		$ 69.11						$ 1,382.20			
Foreman Pickup			20	HR		$ 42.15						$ 843.00			
Crew Pickup			20	HR		$ 42.15						$ 843.00			
Materials															
													$ -	$ -	
													$ -	$ -	
													$ -	$ -	
													$ -	$ -	
													$ -	$ -	
			0	LS										$ -	
			0	LS										$ -	
													$ -		
Other:															
Trucking			0	HR											$ -
															$ -
TOTALS											$ 1,709.40	$ 3,068.20	$ -	$ -	$ -

Total Labor				$ 1,709.40
Total Equipment				$ 3,068.20
Total Materials				$ -
Total Subcontract				$ -
Other				$ -
Labor Burden	$ 1,709.40	@	55%	$ 940.17
Labor OH&P	$ 1,709.40	@	25%	$ 427.35
Equipment OH&P	$ 3,068.20	@	25%	$ 767.05
Material OH&P	$ -	@	25%	$ -
Subcontract OH&P	$ -	@	5%	$ -
Other OH&P	$ -	@	25%	$ -
			Subtotal	$ 6,912.17

Bid Items:

Bond to be adjusted at end of project	$ 6,912.17	@	2%	$ 138.24
Net Increase			**TOTAL**	**$ 7,050.41**

PROJECT: Hutto 24" Waterline Relocation - CR 404 **I.D. #:** T5045

ITEM NUMBER/DESC.: Jonah CR 401 - Temporary Water Line @ Bridge

Date Prepared: July 28, 2022

ITEM DESCRIPTION		Install Temp Water Line (Jul 14)	QTY	UNIT COSTS UNIT	LABOR	EQUIP	MATERIAL	SUBCT.	O.T.Factor	Other	TOTAL COSTS LABOR	EQUIP	MATERIALS	SUBCT.	Other
LABOR															
									1.00		$ -				
Foreman	Diego Pineda	Regular	10	HR	$ 26.67				1.00		$ 266.70				
		Overtime			$ 53.34				1.00		$ -				
Foreman	Jose Ruiz	Regular	0	HR	$ 20.80				1.00		$ -				
		Overtime	11	HR	$ 31.20				1.00		$ 343.20				
Operator	Juan Gonzalez	Regular	1.5	HR	$ 22.00				1.00		$ 33.00				
		Overtime	8.5	HR	$ 33.00				1.00		$ 280.50				
Operator	Pedro Tovar	Regular	0	HR	$ 24.00				1.00		$ -				
		Overtime	6	HR	$ 36.00				1.00		$ 216.00				
Utility Laborer	Osiel Mendez	Regular	0	HR	$ 21.00				1.00		$ -				
		Overtime	6	HR	$ 31.50				1.00		$ 189.00				
Utility Laborer	Alejandro Alvidez	Regular		HR	$ 20.00				1.00		$ -				
		Overtime	6	HR	$ 30.00				1.00		$ 180.00				
Utility Laborer	Luis Perez	Regular	1.5	HR	$ 17.00				1.00		$ 25.50				
		Overtime	8.5	HR	$ 25.50				1.00		$ 216.75				
Common Laborer	Gilberto Rodriguez	Regular	1.5	HR	$ 17.00				1.00		$ 25.50				
		Overtime	8.5	HR	$ 25.50				1.00		$ 216.75				
Common Laborer	Selvin Yanes	Regular	0	HR	$ 16.00				1.00		$ -				
		Overtime	6	HR	$ 24.00				1.00		$ 144.00				
Common Laborer	Denis Miner	Regular	0	HR	$ 16.50				1.00		$ -				
		Overtime	6	HR	$ 24.75				1.00		$ 148.50				
EQUIPMENT															
Backhoe			10	HR		$ 69.11						$ 691.10			
Foreman Pickup			10	HR		$ 42.15						$ 421.50			
Foreman Pickup			10	HR		$ 42.15						$ 421.50			
Crew Pickup			10	HR		$ 42.15						$ 421.50			
Materials															
4" Certalok			600	LF			$ 10.39						$ 6,234.00	$ -	
4" 90 Deg Bends			4	EA			$ 85.94						$ 343.76	$ -	
4" Gate Valves			2	EA			$ 564.50						$ 1,129.00	$ -	
Bedding Sand			5	Ton			$ 21.50						$ 107.50	$ -	
													$ -	$ -	
Chlorination & Bacteria Test															
			0	LS										$ -	
			0	LS										$ -	
													$ -		
Other:															
Trucking			5	HR						$ 90.00					$ 450.00
															$ -
TOTALS											$ 2,285.40	$ 1,955.60	$ 7,814.26	$ -	$ 450.00

Total Labor				$ 2,285.40
Total Equipment				$ 1,955.60
Total Materials				$ 7,814.26
Total Subcontract				$ -
Other				$ 450.00
Labor Burden	$ 2,285.40	@	55%	$ 1,256.97
Labor OH&P	$ 2,285.40	@	25%	$ 571.35
Equipment OH&P	$ 1,955.60	@	25%	$ 488.90
Material OH&P	$ 7,814.26	@	25%	$ 1,953.57
Subcontract OH&P	$ -	@	5%	$ -
Other OH&P	$ 450.00	@	25%	$ 112.50
			Subtotal	$ 16,888.55
Bid Items:				
Bond to be adjusted at end of project	$ 16,888.55	@	2%	$ 337.77
Net Increase			TOTAL	**$ 17,226.32**

PROJECT: Hutto 24" Waterline Relocation - CR 404 I.D. #: T5045

ITEM NUMBER/DESC.: Jonah CR 401 - Temporary Water Line @ Bridge

Date Prepared: July 28, 2022

ITEM DESCRIPTION		Test & Tie-in (Jul 15-18)	QTY	UNIT COSTS UNIT	LABOR	EQUIP	MATERIAL	SUBCT.	O.T.Factor	Other	TOTAL COSTS LABOR	EQUIP	MATERIALS	SUBCT.	Other
LABOR															
Foreman	Diego Pineda	Regular	10	HR	$ 26.67				1.00		$ 266.70				
		Overtime	10	HR	$ 53.34				1.00		$ 533.40				
Foreman	Jose Ruiz	Regular	12	HR	$ 20.80				1.00		$ 249.60				
		Overtime	22	HR	$ 31.20				1.00		$ 686.40				
Operator	Juan Gonzalez	Regular	10	HR	$ 22.00				1.00		$ 220.00				
		Overtime	18.5	HR	$ 33.00				1.00		$ 610.50				
Operator	Pedro Tovar	Regular	11	HR	$ 24.00				1.00		$ 264.00				
		Overtime	19	HR	$ 36.00				1.00		$ 684.00				
Utility Laborer	Osiel Mendez	Regular	11	HR	$ 21.00				1.00		$ 231.00				
		Overtime	10	HR	$ 31.50				1.00		$ 315.00				
Utility Laborer	Alejandro Alvidez	Regular	11	HR	$ 20.00				1.00		$ 220.00				
		Overtime	19	HR	$ 30.00				1.00		$ 570.00				
Common Laborer	Luis Perez	Regular	10	HR	$ 17.00				1.00		$ 170.00				
		Overtime	10.5	HR	$ 25.50				1.00		$ 267.75				
Common Laborer	Gilberto Rodriguez	Regular	10	HR	$ 17.00				1.00		$ 170.00				
		Overtime	10.5	HR	$ 25.50				1.00		$ 267.75				
Common Laborer	Selvin Yanes	Regular	11	HR	$ 16.00				1.00		$ 176.00				
		Overtime	19	HR	$ 24.00				1.00		$ 456.00				
Common Laborer	Denis Miner	Regular	11	HR	$ 16.50				1.00		$ 181.50				
		Overtime	19	HR	$ 24.75				1.00		$ 470.25				
EQUIPMENT															
Backhoe			20	HR		$ 69.11						$ 1,382.20			
Foreman Pickup			20	HR		$ 42.15						$ 843.00			
Crew Pickup			20	HR		$ 42.15						$ 843.00			
Materials															
													$ -	$ -	
													$ -	$ -	
													$ -	$ -	
													$ -	$ -	
													$ -	$ -	
Chlorination & Bacteria Test															
Mat Chlor			1	LS				$ 2,061.00						$ 2,061.00	
Other:															
Trucking			0	HR						$ -					$ -
															$ -
TOTALS											$ 7,009.85	$ 3,068.20	$ -	$ 2,061.00	$ -

Total Labor				$ 7,009.85
Total Equipment				$ 3,068.20
Total Materials				$ -
Total Subcontract				$ 2,061.00
Other				$ -
Labor Burden	$ 7,009.85	@	55%	$ 3,855.42
Labor OH&P	$ 7,009.85	@	25%	$ 1,752.46
Equipment OH&P	$ 3,068.20	@	25%	$ 767.05
Material OH&P	$ -	@	25%	$ -
Subcontract OH&P	$ 2,061.00	@	5%	$ 103.05
Other OH&P	$ -	@	25%	$ -
			Subtotal	$ 18,617.03
Bid Items:				
Bond to be adjusted at end of project	$ 18,617.03	@	2%	$ 372.34
Net Increase			TOTAL	**$ 18,989.37**

PROJECT: Hutto 24" Waterline Relocation - CR 404 **I.D. #:** T5045

ITEM NUMBER/DESC.: Jonah CR 401 - Temporary Water Line @ Bridge

Date Prepared: July 28, 2022

ITEM DESCRIPTION	Remove Line 9-14-22		QTY	UNIT COSTS UNIT	LABOR	EQUIP	MATERIAL	SUBCT.	O.T.Factor	Other	TOTAL COSTS LABOR	EQUIP	MATERIALS	SUBCT.	Other
LABOR															
Jose Ruiz	Foreman	Regular	12	HR	$ 20.80				1.00		$ 249.60				
		Overtime		HR	$ 31.20				1.00		$ -				
Selvin Yanes-Granados	Common Labor	Regular	11	HR	$ 16.00				1.00		$ 176.00				
		Overtime		HR	$ 24.00				1.00		$ -				
Pedro Tova-Carillo	Operator	Regular	11	HR	$ 24.00				1.00		$ 264.00				
		Overtime		HR	$ 36.00				1.00		$ -				
Osiel Mendoza	Pipe Layer	Regular	11	HR	$ 21.00				1.00		$ 231.00				
		Overtime		HR	$ 31.50				1.00		$ -				
Denis Miner-Mejia	Common Labor	Regular	11	HR	$ 16.50				1.00		$ 181.50				
		Overtime		HR	$ 24.75				1.00		$ -				
Brayan Blanco-Sanchez	Common Labor	Regular	11	HR	$ 16.50				1.00		$ 181.50				
		Overtime		HR	$ 24.75				1.00		$ -				
EQUIPMENT															
Backhoe			11	HR		$ 69.11						$ 760.21			
Foreman Pickup			11	HR		$ 42.15						$ 463.65			
Crew Pickup			11	HR		$ 42.15						$ 463.65			
Materials															
			0	LF									$ -	$ -	
			0	EA									$ -	$ -	
			0	EA									$ -	$ -	
			0	Ton									$ -	$ -	
													$ -	$ -	
Chlorination & Bacteria Test															
			0	LS										$ -	
			0	LS										$ -	
													$ -		
Other:															
Trucking			0	HR											$ -
															$ -
TOTALS											$ 1,283.60	$ 1,687.51	$ -	$ -	$ -

Total Labor				$ 1,283.60
Total Equipment				$ 1,687.51
Total Materials				$ -
Total Subcontract				$ -
Other				$ -
Labor Burden	$ 1,283.60	@	55%	$ 705.98
Labor OH&P	$ 1,283.60	@	25%	$ 320.90
Equipment OH&P	$ 1,687.51	@	25%	$ 421.88
Material OH&P	$ -	@	25%	$ -
Subcontract OH&P	$ -	@	5%	$ -
Other OH&P	$ -	@	25%	$ -
			Subtotal	$ 4,419.87
Bid Items:				
Bond to be adjusted at end of project	$ 4,419.87	@	2%	$ 88.40
Net Increase			**TOTAL**	**$ 4,508.26**

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www.twitter.com/Mattchlor
www.yelp.com/biz/matt-chlor-texas-round-rock

Matt Chlor Texas LLC

Water Treatment Specialists

4107 N. Summercrest Loop
Round Rock, TX 78681
Billing Questions: (626) 443-5034 Ext. 202 / EMail: jessie@mattchlor.com
Office: (512) 506-8446 / Fax: (626) 443-2226
Web Site: www.mattchlor.com

Invoice

Invoice Date	Invoice Number
7/31/2022	767

Bill To

Austin Underground
PO BOX 5650
Lago Vista, TX 78645-5650

Ship To

Jonah Water Temporary Water Main
2021 Cr 401
Taylor, TX 76574

Orderd by & Phone #	Valentin Gomez 325-226-8220

PO And/Or Job No.	Terms	Due Date	Ship Via	FOB	County (Job Site)	City (Job Site)	Zip Code (Job Site)
Job# 2115	Net 30	9/16/2022	Service Work	N/A	Williamson	Taylor	76574

Qty. Ordered	Qty. Shipp...	Qty. B/O	Item	Description	Unit	Extended
1	1	0	LABOR	07/15/2022: Chlorinated 360 feet of 6 inch water line to 200 PPM for 3 hour retention period. After hold, flushed and dechlorinated water line and collect water sample for bacteriological testing.	1,995.00	1,995.00
1	1	0	SWC-TC	Water Sample Collection Services-Coliform Testing & Reports	66.00	66.00

TERMS:
1. All past due accounts are subject to a service/late charge at the highest legal rate.
2. If any invoice is not paid, the buyer agrees to pay all costs, including attorney's fees, collection fees and court costs.
3. No returns accepted without authorization.
4. All returns are subject to a restocking charge.
5. All cancellations are subject to a cancellation charge.
6. Open and inspect all orders immediately. Damage or shortage claims cannot be considered later than five days after shipment.'
7. We accept Visa, MasterCard, American Express, & Discover
8. $25.00 fee will be billed on any returned checks (Due to NSF or for any other reason)

Sale Amount	$2,061.00
Sales Tax (8.25%)	$0.00
Total	$2,061.00
Payments/Credits	$0.00
Balance Due	$2,061.00

FERGUSON WATERWORKS

FERGUSON ENTERPRISES, LLC
FERGUSON WATERWORKS #1254
200 PARK CENTRAL BLVD
GEORGETOWN, TX 78626
Phone: 512-930-2262
Fax: 512-930-2388

Deliver To:
From: John McNeill
Comments:

FERGUSON WATERWORKS #1106
Price Quotation
Phone: 512-930-2262
Fax: 512-930-2388

Bid No: B484590
Bid Date: 06/03/22
Quoted By: JBM

Cust Phone: 512-535-3285
Terms: NET 10TH PROX

Customer: AUSTIN UNDERGROUND INC
PO BOX 5650
- WATERWORKS -
LAGO VISTA, TX 78645-5650

Ship To: AUSTIN UNDERGROUND INC
PO BOX 5650
- WATERWORKS -
LAGO VISTA, TX 78645-5650

Cust PO#:

Job Name: CR401

Item	Description	Quantity	Net Price	UM	Total
	CR401 JONAH WTR ADJUSTMENT 6/3/22 **NO INFO PPROVIDED FOR EXISTING PIPE - CONNECTION ASSEMBLIES SUBJECT TO CHANGE** ========== BID ITEM 1 4" C900 & FITTINGS ----------				
DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE	1359	7.570	FT	10287.63
TW16SLDTFNBL500	16GA SLD COP TFN WIRE BLUE 500/RL	3	84.810	RL	254.43
3M7000006235	3M DBR/Y-6 DIR BURY SPLIC	4	5.700	EA	22.80
MCTSK	2 CATHODIC TEST STN	4	34.630	EA	138.52
PSD12105B52	12X1000 UG DET WTR BLUE	3	176.370	EA	529.11
MJTLAP	4 MJ C153 TEE L/A	2	112.630	EA	225.26
MJ1LAP	4 MJ C153 11-1/4 BEND L/A	7	65.100	EA	455.70
MJ4LAP	4 MJ C153 45 BEND L/A	16	61.630	EA	986.08
MJ9LAP	4 MJ C153 90 BEND L/A	1	85.940	EA	85.94
MJRLAPK	4X2 MJ C153 RED L/A	1	102.210	EA	102.21
SSLCEX4	4 PVC WDG REST GLND *ONELOK E-COAT	54	54.300	EA	2932.20
IMJBGPP	4 MJ C153 BLT GSKT PK L/ GLAND	54	21.570	EA	1164.78
SDMCPEP04	4 SIGMA FOSTER ADPT W/ MJ ACC KIT	2	92.930	EA	185.86
APW1888	18X200 8 MIL POLYWRAP F/ 4 - 6	2	137.620	RL	275.24
	SUBTOTAL				17645.76
	--- BID ITEM 2 4" RJ DR18 UNCASED RESTRAINED JT PIPE NOT FOUND NO PLANS ----------				
N862014	4 DR18 C900 RJIB CERTALOK PIPE BLUE	221	10.390	FT	2296.19
TW16SLDTFNBL500	16GA SLD COP TFN WIRE BLUE 500/RL	1	84.810	RL	84.81
3M7000006235	3M DBR/Y-6 DIR BURY SPLIC	2	5.700	EA	11.40
	SUBTOTAL				2392.40

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
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https://survey.medallia.com/?bidsorder&fc=1254&on=39449

FERGUSON WATERWORKS

FERGUSON WATERWORKS #1106
Price Quotation

Fax: 512-930-2388

14:04:27 JUN 03 2022
Reference No: B484590

Item	Description	Quantity	Net Price	UM	Total
	BID ITEM 3 - 2" DR9 HDPE				
AX42250500B	2X500 CTS 250 PSI NSF BLK	458	2.250	FT	1030.50
TW16SLDTFNBL500	16GA SLD COP TFN WIRE BLUE 500/RL	1	84.810	RL	84.81
3M7000006235	3M DBR/Y-6 DIR BURY SPLIC	2	5.700	EA	11.40
PSD12105B52	12X1000 UG DET WTR BLUE	1	176.370	EA	176.37
IBRLFTK	LF 2 BRS TEE	2	52.530	EA	105.06
IBRLF9K	LF 2 BRS 90 ELL	5	37.940	EA	189.70
FC8477GNL	LF 2 MIP X CTS GRIP COMP COUP	14	91.170	EA	1276.38
FINSERT55	2 CTS PET INS STFNR	14	3.490	EA	48.86
	SUBTOTAL				2923.08
	BID ITEM 4 - 20 CASING				
DSCP37520	20 X .375 STL CASING PIPE	255	10237.650	C	26106.01
N862014	4 DR18 C900 RJIB CERTALOK PIPE BLUE	255	10.390	FT	2649.45
SP-CSC8P20	4X20 CTD STL CASING SPACER C&R	40	185.000	EA	7400.00
SP-CESWP20	4X20 WRAP AROUND END SEAL	2	90.000	EA	180.00
	SUBTOTAL				36335.46
	BID ITEM 5 - 20" CASING O				
DSCP37520	20 X .375 STL CASING PIPE	240	10237.650	C	24570.36
N862014	4 DR18 C900 RJIB CERTALOK PIPE BLUE	240	10.390	FT	2493.60
TW16SLDTFNBL500	16GA SLD COP TFN WIRE BLUE 500/RL	1	84.810	RL	84.81
SDS400	IN SPLICE CONN	2	3.620	EA	7.24
MCTSK	2 CATHODIC TEST STN	2	34.630	EA	69.26
SP-CSC8P20	4X20 CTD STL CASING SPACER C&R	42	185.000	EA	7770.00
SP-CESWP20	4X20 WRAP AROUND END SEAL	2	90.000	EA	180.00
	SUBTOTAL				35175.27
	BID ITEM 6 - 8" CASING				
DSCP250X	8 X .250 STL CASING PIPE	80	3977.280	C	3181.82
N862014	4 DR18 C900 RJIB CERTALOK PIPE BLUE	80	10.390	FT	831.20
CCS4808CTD8	4X8 SS CASING SPACER	12	84.000	EA	1008.00
CCES480863	4X8 END SEAL	2	37.340	EA	74.68
	SUBTOTAL				5095.70
	BID ITEM 7 - 4" ENCASEMENT NO SPACERS AVAILABLE				
DSCP250P	4 X .250 STL CASING PIPE	50	1764.700	C	882.35
AX42250100B	2X100 CTS 250 PSI NSF BLK	50	2.250	FT	112.50
	SUBTOTAL				994.85
	BID ITEM 8 - 8" CASING OPE				
DSCP250X	8 X .250 STL CASING PIPE	200	3977.280	C	7954.56
N862014	4 DR18 C900 RJIB CERTALOK PIPE BLUE	200	10.390	FT	2078.00
CCS4808CTD8	4X8 SS CASING SPACER	30	185.000	EA	5550.00
CCES480863	4X8 END SEAL	2	37.340	EA	74.68
	SUBTOTAL				15657.24
	BID ITEM 9 - 4" GV				
AFC2504MMLAOL	4 DI MJ RW OL GATE VLV L/A	9	564.500	EA	5080.50
AFT350PU	6 CL350 CL DI FASTITE PIPE	45	22.240	FT	1000.80
PSVB562SW	2PC SCRW 16T/24B COMP CI VLV BX WTR	9	105.000	EA	945.00

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Pothole - Temp Water - Test/Tie-in

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 07/31/2024

NAME OF CONTRACTOR [X] OR SUBCONTRACTOR [ ]
Austin Underground Inc

ADDRESS

PAYROLL NO.: 12

FOR WEEK ENDING: 07/18/2022

PROJECT AND LOCATION: 2115-WC CR404 Hutto WL
3151 SE Inner Loop Suite B
Georgetown, TX 78626

PROJECT OR CONTRACT NO.

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exmp	(3) Work Classification	Earn Code	(4) DAY AND DATE: TUE 07/12	WED 07/13	THU 07/14	FRI 07/15	SAT 07/16	SUN 07/17	MON 07/18 — HOURS WORKED EACH DAY	(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS: FICA	Fed W/H Tax	State & Local W/H Tax	Union Deductions	Other	Total Deductions	(9) Net Wages Paid For Week
Aguirre, Christopher ***-**-2143	M0	Pipe Layer	REG				10.00				10.00	19.00	190.00 190.00	14.54					14.54	175.46
Alvidrez, Alejandro ***-**-1827	S0	Asphalt Raker	OT			6.00	9.00	10.00			25.00	30.00	1,550.00	61.20	49.70				110.90	689.10
			REG							11.00	40.00	20.00	800.00							
Barcenas, Camilo ***-**-2471	M3	Loader/Backhoe Operator	OT			6.50	10.00				16.50	30.00	1,295.00	61.20	54.45			24.00	139.65	660.35
			REG							11.00	40.00	20.00	800.00							
Blanco-Sanchez, Brayan E ***-**-8562	H0	Laborer Common	OT			6.00	9.00	10.00			25.00	24.75	618.75 618.75	47.33	64.18				111.51	507.24
Collins, Alan B ***-**-9418	S0	Truck Driver-Tandem Axle	REG							6.00	20.00	20.00	400.00 440.00	33.66	43.11			13.20	89.97	350.03
Duarte, Ramiro ***-**-7863	M2	Excavator <50000 LB	OT			6.50	10.00				16.50	36.75	1,586.38	74.97	56.32			29.40	160.69	819.31
			REG							8.00	40.00	24.50	980.00							
Fields , Steven E ***-**-1742	M0	Truck Driver-Tandem Axle	OT					7.50			7.50	37.50	281.25 1,481.25	97.41	103.51			281.99	482.91	998.34

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Public Burden Statement

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U.S. Department of Labor
Wage and Hour Division

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U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 07/31/2024

NAME OF CONTRACTOR [X] OR SUBCONTRACTOR [ ]	ADDRESS	PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
Austin Underground Inc		12	07/18/2022	2115-WC CR404 Hutto WL 3151 SE Inner Loop Suite B Georgetown, TX 78626	

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exmp	(3) Work Classification	Earn Code	(4) DAY AND DATE							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS						(9) Net Wages Paid For Week
				TUE	WED	THU	FRI	SAT	SUN	MON				FICA	Fed W/H Tax	State & Local W/H Tax	Union Deduc-tions	Other	Total Deductions	
				07/12	07/13	07/14	07/15	07/16	07/17	07/18										
				HOURS WORKED EACH DAY																
Franco, Nathaniel A	M0	Laborer Common	REG	11.00							11.00	16.00	176.00	51.91	9.21			62.98	124.10	595.90
													720.00							
***-**-6828																				
Gonzales-Perez, Juan C	S0	Excavator <50000 LB	OT			1.50	10.50	8.00			20.00	33.00	2,189.00	67.32	97.68				165.00	715.00
			REG	11.00	10.00	8.50					29.50	22.00	880.00							
			REG							10.00	40.00	22.00								
***-**-7729																				
Hernandez , Omar I	S0	Laborer Common	REG							11.00	40.00	12.50	500.00	38.25	47.21				85.46	414.54
													500.00							
***-**-7717																				
Martinez-Ramirez, Felix D	H0	Pipe Layer	OT			10.00	11.00				21.00	27.00	1,287.00	55.08					55.08	664.92
			REG							12.00	40.00	18.00	720.00							
***-**-1254																				
Martinez-Soto, Felix	M10	Laborer Utility	OT			6.50	10.00				16.50	25.50	1,100.75	52.02	11.32				63.34	616.66
			REG							11.00	40.00	17.00	680.00							
***-**-4733																				
Mendoza, Osiel R	S0	Pipe Layer	OT			6.00		10.00			16.00	31.50	1,344.00	64.26	58.13				122.39	717.61
			REG							11.00	40.00	21.00	840.00							
***-**-9023																				
Miner-Mejia, Denis	S0	Laborer Common	OT			6.00	9.00	10.00			25.00	24.75	1,278.75	50.49					50.49	609.51
			REG							11.00	40.00	16.50	660.00							
***-**-5623																				

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U.S. Department of Labor
Wage and Hour Division

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U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR [X] OR SUBCONTRACTOR [ ]: Austin Underground Inc

ADDRESS:

OMB No.: 1235-0008
Expires: 07/31/2024

PAYROLL NO.: 12

FOR WEEK ENDING: 07/18/2022

PROJECT AND LOCATION: 2115-WC CR404 Hutto WL
3151 SE Inner Loop Suite B
Georgetown, TX 78626

PROJECT OR CONTRACT NO.:

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exmp	(3) Work Classification	Earn Code	(4) DAY AND DATE							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS						(9) Net Wages Paid For Week
				TUE	WED	THU	FRI	SAT	SUN	MON				FICA	Fed W/H Tax	State & Local W/H Tax	Union Deduc-tions	Other	Total Deductions	
				07/12	07/13	07/14	07/15	07/16	07/17	07/18										
				HOURS WORKED EACH DAY																
Perez-Lopez, Luis A	S0	Laborer Utility	OT			1.50	10.50				12.00	25.50	1,487.50	52.02					52.02	627.98
			REG	11.00	10.00	8.50					29.50	17.00	680.00							
***-**-8225			REG							10.00	40.00	17.00								
Ramirez, Nicolas	S4	Truck Driver-Tandem Axle	OT				12.00				12.00	33.00	396.00	42.92	51.41			16.83	111.16	449.84
													561.00							
***-**-1444																				
Rodriguez, Gilberto	M0	Laborer Utility	OT			1.50	10.50				12.00	25.50	1,487.50	52.02					52.02	627.98
			REG	11.00	10.00	8.50					29.50	17.00	680.00							
***-**-4463			REG							10.00	40.00	17.00								
Serrano, Juan M	M4	Mechanic	REG	12.00							12.00	19.00	228.00	102.17	88.64			93.01	283.82	1,103.18
													1,387.00							
***-**-9081																				
Torres-Rodriguez, Mateo	M0	Pipe Layer	HDAY							8.00	8.00	20.00	490.75	12.24					12.24	147.76
			OT			0.50	10.00				10.50	31.50	160.00							
***-**-5133																				
Tovar-Carillo, Pedro C	M2	Excavator >50000 LB	OT			6.00	9.00	10.00			25.00	36.00	1,860.00	73.30	81.71			30.67	185.68	774.32
			REG							11.00	40.00	24.00	960.00							
***-**-1250																				
Vargas, Bentura	M5	Pipe Layer	OT			6.50	10.00				16.50	30.75	1,327.38	62.73	51.88				114.61	705.39
			REG							11.00	40.00	20.50	820.00							
***-**-3835																				

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Wage and Hour Division

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Rev. Dec. 2008

NAME OF CONTRACTOR [X] OR SUBCONTRACTOR [ ]
Austin Underground Inc

ADDRESS

OMB No.: 1235-0008
Expires: 07/31/2024

PAYROLL NO.
12

FOR WEEK ENDING
07/18/2022

PROJECT AND LOCATION 2115-WC CR404 Hutto WL
3151 SE Inner Loop Suite B
Georgetown, TX 78626

PROJECT OR CONTRACT NO.

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exmp	(3) Work Classification	Earn Code	(4) DAY AND DATE							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS						(9) Net Wages Paid For Week
				TUE	WED	THU	FRI	SAT	SUN	MON				FICA	Fed W/H Tax	State & Local W/H Tax	Union Deduc-tions	Other	Total Deductions	
				07/12	07/13	07/14	07/15	07/16	07/17	07/18										
				HOURS WORKED EACH DAY																
Yanes-Granados, Selvin O	S0	Laborer Common	OT			6.00	9.00	10.00			25.00	24.00	1,240.00	48.96	49.17				98.13	541.87
			REG							11.00	40.00	16.00	640.00							
***-**-5619																				

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Wage and Hour Division

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NAME OF CONTRACTOR [X] OR SUBCONTRACTOR [ ]	ADDRESS	PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
Austin Underground Inc		12	07/18/2022	2115-WC CR404 Hutto WL 3151 SE Inner Loop Suite B Georgetown, TX 78626	

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exmp	(3) Work Classification	Earn Code	(4) DAY AND DATE: TUE 07/12	WED 07/13	THU 07/14	FRI 07/15	SAT 07/16	SUN 07/17	MON 07/18	(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS: FICA	Fed W/H Tax	State & Local W/H Tax	Union Deduc-tions	Other	Total Deductions	(9) Net Wages Paid For Week
				HOURS WORKED EACH DAY																
Pineda-Arce, Diego	S0	Foreman	~~OTX1~~	~~1.00~~	~~1.00~~						~~10.00~~	53.34	1,866.90	40.81					40.81	492.59
			OTX2				✓			10.00	10.00	53.34	533.40							
			REG	10.00	10.00	10.00	10.00				40.00	26.67								
***-**-4753																				

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P.L corrected put wrong code should have been Reg. pay omitted NOT DOUble OT.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR [X] OR SUBCONTRACTOR [ ]
Austin Underground Inc

ADDRESS

OMB No.: 1235-0008
Expires: 07/31/2024

PAYROLL NO.
12

FOR WEEK ENDING
07/18/2022

PROJECT AND LOCATION 2115-WC CR404 Hutto WL
3151 SE Inner Loop Suite B
Georgetown, TX 78626

PROJECT OR CONTRACT NO.

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exmp	(3) Work Classification	Earn Code	(4) DAY AND DATE							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS						(9) Net Wages Paid For Week
				TUE	WED	THU	FRI	SAT	SUN	MON				FICA	Fed W/H Tax	State & Local W/H Tax	Union Deduc-tions	Other	Total Deductions	
				07/12	07/13	07/14	07/15	07/16	07/17	07/18										
				HOURS WORKED EACH DAY																
Ruiz, Jose R	M0	Foreman	OT			11.00	11.00	11.00			33.00	31.20	1,861.60	62.27	77.16			42.95	182.38	649.62
			REG							12.00	40.00	20.80	832.00							
***-**-3515																				

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Date 10/10/22

I, Priscilla Robinson Payroll/HR
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise payment of the persons employed by

Austin Underground Inc on the
(Contractor or Subcontractor)

WC CR404 Hutto WL ; that during the payroll period commencing on the
(Building or Work)

12th day of July , 2022 , and ending the 18th day of July 2022 ,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Austin Underground Inc from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 3145), and described below:

FICA, Medicare, Federal Withholding Taxes, 401K, Dental Insurance, Insurance Deduction

Vision Insurance

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

X In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4 (c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Priscilla Robinson Payroll/HR	Priscilla Robinson

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE

Remove - Temp Line

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR [X] OR SUBCONTRACTOR [ ]
Austin Underground Inc

ADDRESS

OMB No.: 1235-0008
Expires: 07/31/2024

PAYROLL NO.
21

FOR WEEK ENDING
09/18/2022

PROJECT AND LOCATION 2115-WC CR404 Hutto WL
3151 SE Inner Loop Suite B
Georgetown, TX 78626

PROJECT OR CONTRACT NO.

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exmp	(3) Work Classification	Earn Code	(4) DAY AND DATE							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS						(9) Net Wages Paid For Week
				MON	TUE	WED	THU	FRI	SAT	SUN				FICA	Fed W/H Tax	State & Local W/H Tax	Union Deduc-tions	Other	Total Deductions	
				09/12	09/13	09/14	09/15	09/16	09/17	09/18										
				HOURS WORKED EACH DAY																
~~Barcenas, Camilo~~	~~M3~~	~~Loader/Backhoe Operator~~	~~OT~~				~~8.50~~	~~10.00~~	~~8.00~~		~~26.50~~	~~30.00~~	~~1,595.00~~	~~122.02~~	~~117.98~~			~~47.85~~	~~287.85~~	~~1,307.15~~
			~~REG~~	~~12.00~~	~~12.00~~	~~12.00~~	~~4.00~~				~~40.00~~	~~20.00~~	~~1,595.00~~							
***-**-2471																				
Blanco-Sanchez, Brayan E	H0	Laborer Common	OT					4.00			4.00	24.75	759.00	58.06	47.63				105.69	653.31
			REG		11.00	11.00	11.00	7.00			40.00	16.50	759.00							
***-**-8562																				
Collins, Alan B	S0	Truck Driver-Tandem Axle	OT					1.88			1.88	30.00	506.40	65.51	85.69			25.69	176.89	679.51
			REG		8.63	8.65		5.02			22.50	20.00	856.40							
***-**-9418																				
Delgado , Rogelio	S0	Pipe Layer	OT				8.50	10.00	8.00		26.50	29.25	1,555.13	118.97	49.21				168.18	1,386.95
			REG	12.00	12.00	12.00	4.00				40.00	19.50	1,555.13							
***-**-7401																				
Duarte, Ramiro	M2	Excavator <50000 LB	OT				9.00	10.00	8.00		27.00	39.00	2,093.00	160.11	186.68			62.79	409.58	1,683.42
			REG	12.00	12.00	12.50	3.50				40.00	26.00	2,093.00							
***-**-7863																				
Franco, Nathaniel A	M0	Laborer Common	REG			10.13					10.13	16.00	162.08	44.85				68.59	113.44	522.40
													635.84							
***-**-6828																				
Hernandez, Christian	S0	Loader/Backhoe Operator	OT				8.50	10.00	8.00		26.50	27.00	1,435.50	106.03	156.37			92.58	354.98	1,080.52
			REG	12.00	12.00	12.00	4.00				40.00	18.00	1,435.50							
***-**-6974																				

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U.S. Department of Labor
Wage and Hour Division

PAYROLL

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U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR [X] OR SUBCONTRACTOR [ ]
Austin Underground Inc

ADDRESS

OMB No.: 1235-0008
Expires: 07/31/2024

PAYROLL NO.
21

FOR WEEK ENDING
09/18/2022

PROJECT AND LOCATION 2115-WC CR404 Hutto WL
3151 SE Inner Loop Suite B
Georgetown, TX 78626

PROJECT OR CONTRACT NO.

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exmp	(3) Work Classification	Earn Code	(4) DAY AND DATE							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS						(9) Net Wages Paid For Week
				MON	TUE	WED	THU	FRI	SAT	SUN				FICA	Fed W/H Tax	State & Local W/H Tax	Union Deduc-tions	Other	Total Deductions	
				09/12	09/13	09/14	09/15	09/16	09/17	09/18										
				HOURS WORKED EACH DAY																
Hernandez , Omar I	S0	Laborer Common	REG	9.00	10.00	8.00		10.00			37.00	12.50	462.50	35.38	41.51				76.89	385.61
***-**-7717													462.50							
Jacinto-Quiroz, Jorge	S0	Laborer Common	OT				8.50		8.00		16.50	24.00	1,036.00	79.25	13.56				92.81	943.19
			REG	12.00	12.00	12.00	4.00				40.00	16.00	1,036.00							
***-**-8579																				
Jacinto-Quiroz, Jose-Francisc	S0	Laborer Common	OT				8.50		8.00		16.50	24.00	1,036.00	79.25	13.56				92.81	943.19
			REG	12.00	12.00	12.00	4.00				40.00	16.00	1,036.00							
***-**-4825																				
Martinez-Ramirez, Felix D	H0	Pipe Layer	OT				8.50	10.00	8.00		26.50	27.00	1,435.50	109.82					109.82	1,325.68
			REG	12.00	12.00	12.00	4.00				40.00	18.00	1,435.50							
***-**-1254																				
Martinez-Soto, Felix	M10	Laborer Utility	OT				8.50	10.00	8.00		26.50	25.50	1,355.75	103.71	27.88				131.59	1,224.16
			REG	12.00	12.00	12.00	4.00				40.00	17.00	1,355.75							
***-**-4733																				
Mendoza, Osiel R	S0	Pipe Layer	OT				6.00	11.00	8.00		25.00	31.50	1,627.50	124.50	65.13				189.63	1,437.87
			REG	11.00	11.00	11.00	7.00				40.00	21.00	1,627.50							
***-**-9023																				
Miner-Mejia, Denis	S0	Laborer Common	OT				4.00	11.00	11.00		26.00	24.75	1,303.50	99.72					99.72	1,203.78
			REG	11.00	11.00	11.00	7.00				40.00	16.50	1,303.50							
***-**-5623																				

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U.S. Department of Labor
Wage and Hour Division

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U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 07/31/2024

NAME OF CONTRACTOR [X] OR SUBCONTRACTOR [ ]
Austin Underground Inc

ADDRESS

PAYROLL NO.
21

FOR WEEK ENDING
09/18/2022

PROJECT AND LOCATION 2115-WC CR404 Hutto WL
3151 SE Inner Loop Suite B
Georgelown, TX 78626

PROJECT OR CONTRACT NO.

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exmp	(3) Work Classification	Earn Code	(4) DAY AND DATE							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS						(9) Net Wages Paid For Week
				MON	TUE	WED	THU	FRI	SAT	SUN				FICA	Fed W/H Tax	State & Local W/H Tax	Union Deduc-tions	Other	Total Deductions	
				09/12	09/13	09/14	09/15	09/16	09/17	09/18										
				HOURS WORKED EACH DAY																
Rivera-Moya, Jose ***-**-4093	M0	Pipe Layer	OT				4.00	11.00	11.00		26.00	37.50	1,975.00	151.09	169.33				320.42	1,654.58
			REG	11.00	11.00	11.00	7.00				40.00	25.00	1,975.00							
Rivera-Padron, Jose A ***-**-2802	H0	Excavator >50000 LB	OT				4.00	11.00	11.00		26.00	42.00	2,212.00	169.22	217.03				386.25	1,825.75
			REG	11.00	11.00	11.00	7.00				40.00	28.00	2,212.00							
Sanchez-Nunez, Miguel De Je ***-**-5474	M0	Laborer Utility	OT						8.00		8.00	26.25	210.00	97.73					97.73	1,179.77
													1,277.50							
Sanchez, Jose P ***-**-0794	M0	Laborer Utility	OT						8.00		8.00	37.50	300.00	139.61					139.61	1,685.39
													1,825.00							
Serrano, Juan M ***-**-9081	M4	Mechanic	OT					12.00			12.00	28.50	342.00	118.97	103.21			108.30	330.48	1,284.52
													1,615.00							
Torres-Rodriguez, Mateo ***-**-5133	M0	Pipe Layer	OT				8.50	10.00	8.00		26.50	31.50	1,674.75	128.12					128.12	1,546.63
			REG	12.00	12.00	12.00	4.00				40.00	21.00	1,674.75							
Tovar-Carillo, Pedro C ***-**-1250	M2	Excavator >50000 LB	OT				4.00	11.00	11.00		26.00	36.00	1,896.00	144.77	162.51			60.50	367.78	1,528.22
			REG	11.00	11.00	11.00	7.00				40.00	24.00	1,896.00							

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U.S. Department of Labor
Wage and Hour Division

PAYROLL

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U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 07/31/2024

NAME OF CONTRACTOR [X] OR SUBCONTRACTOR [ ]	ADDRESS	PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
Austin Underground Inc		21	09/18/2022	2115-WC CR404 Hutto WL 3151 SE Inner Loop Suite B Georgetown, TX 78626	

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exmp	(3) Work Classification	Earn Code	(4) DAY AND DATE							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS						(9) Net Wages Paid For Week
				MON	TUE	WED	THU	FRI	SAT	SUN				FICA	Fed W/H Tax	State & Local W/H Tax	Union Deduc-tions	Other	Total Deductions	
				09/12	09/13	09/14	09/15	09/16	09/17	09/18										
				HOURS WORKED EACH DAY																
Vargas, Bentura	M5	Pipe Layer	OT				8.50	10.00	8.00		26.50	30.75	1,634.88	125.07	108.67				233.74	1,401.14
			REG	12.00	12.00	12.00	4.00				40.00	20.50	1,634.88							
***-**-3835																				
Yanes-Granados, Selvin O	S0	Laborer Common	OT				4.00	11.00	11.00		26.00	24.00	1,264.00	96.70	100.54				197.24	1,066.76
			REG	11.00	11.00	11.00	7.00				40.00	16.00	1,264.00							
***-**-5619																				

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NAME OF CONTRACTOR [X] OR SUBCONTRACTOR [ ]
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ADDRESS

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PAYROLL NO.
21

FOR WEEK ENDING
09/18/2022

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3151 SE Inner Loop Suite B
Georgetown, TX 78626

PROJECT OR CONTRACT NO.

(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker	(2) # of W/H Exmp	(3) Work Classification	Earn Code	(4) DAY AND DATE							(5) Total Hours	(6) Rate of Pay	(7) Gross Amount Earned	(8) DEDUCTIONS						(9) Net Wages Paid For Week
				MON	TUE	WED	THU	FRI	SAT	SUN				FICA	Fed W/H Tax	State & Local W/H Tax	Union Deduc-tions	Other	Total Deductions	
				09/12	09/13	09/14	09/15	09/16	09/17	09/18										
				HOURS WORKED EACH DAY																
Ruiz, Jose R	M0	Foreman	OT				9.00	12.00	12.00		33.00	31.20	1,861.60	139.44	174.12			94.74	408.30	1,453.30
			REG	12.00	12.00	12.00	4.00				40.00	20.60	1,861.60							
***-**-3515																				

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date 10/10/22

I, Priscilla Robinson Payroll/HR
(Name of signatory party) (Title)

do hereby state:

(1) That I pay or supervise payment of the persons employed by

Austin Underground Inc on the
(Contractor or Subcontractor)

WC CR404 Hutto WL ; that during the payroll period commencing on the
(Building or Work)

12th day of September , 2022 , and ending the 18th day of September 2022 ,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Austin Underground Inc from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

X In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4 (c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Priscilla Robinson Payroll/HR	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE

Commissioners Court - Regular Session **37.**

Meeting Date: 11/22/2022

LH Bypass Relocation Claim

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a claim for actual moving expenses from Infinite Recovery, LLC, a tenant on parcel 41 & 42 (Car-Ma) where right of way was acquired for the construction of the Liberty Hill Bypass project. Funding Source: Road Bonds P346

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:24 AM
Form Started By: Charlie Crossfield		Started On: 11/16/2022 02:49 PM
Final Approval Date: 11/17/2022		

Form ROW-R-99
(Rev. 07/11)
Page 1 of 1

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) **Infinite Recovery, LLC**	Parcel No: **41 & 42** ROW CSJ: N/A	County: **Williamson** Project No.: N/A

☐ Residence ☒ Business ☐ Farm ☐ Nonprofit ☐ Sign ☐ Other

2. Address of Property Acquired by State:
700 Stubblefield Ln., Liberty Hill, TX 787
Claimant's Telephone No.: **409-**

3. Address Moved To:
13207 Wright Road, Buda, TX 78610

4. Occupancy of Property Acquired by State:
From (Date): **11/2/20** To (Date of Move): **12/30/22**
☐ Owner/Occupant ☒ **Tenant**

5. Distance Moved: **51** Miles

7. Mover's Name and Address:
NSM

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	**07**	**12**	**2021**
b. Date Property Acquired	**03**	**31**	**2022**
c. Date Required to Move	**12**	**30**	**2022**

8. Property Storage (attach explanation)
From (Date): **N/A** To (Date of Move): **N/A**

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): **N/A** To (Date of Move):**N/A**

9. Amount of Claim:	
a. Moving Expenses	$
b. Reestablishment Expenses	**$25,000.00**
c. Searching Expenses	$
d. Tangible Property Loss	$
e. Storage	$
f. Temporary Lodging	$
g. Total Amount	**$25,000.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3 above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Michael Tadashi
Claimant

Date of Claim:

Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith, and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of **$25,000.00**

Date

Williamson County Authorized Signature:

R99

PINNACLE
CONSULTING MANAGEMENT GROUP, INC.

Memo

Date:	November 11, 2022
Project:	Liberty Hill Bypass
To:	Don Childs, Lisa Dworaczyk, - Sheets & Crossfield, P.C.
From:	Daniel Shaw
Subject:	Parcel 41 & 42 –Infinite Recovery LLC - Reestablishment Claim

The following: documents are included to support the request:

1. ROW-R-99 Claim for Reestablishment Expenses
2. Invoices and Cancelled Checks
3. Photographs
4. W-9
5. Certificate of Eligibility

The displacee, Infinite Recovery, LLC, is being displaced from 700 Stubblefield Ln, Liberty Hill, TX., 78642, due to the Liberty Bypass Project.

Infinite Recovery, LLC, has found a replacement site and the new site needs some improvements made to prepare the building for patients and staff. Infinite Recovery LLC has chosen to utilize their re-establishment funds to make the necessary improvements to their replacement site. The estimate/invoice is more than the maximum allowed for re-establishment. Infinite Recovery, LLC understands that the benefit maximum is $25,000.00. All invoices with cancelled checks are included just to show what they paid.

Should any additional information be required, please contact me at 346-260-7260 or dshaw@pinnaclegroup.biz

Daniel Shaw, Project Manager

Attachments

Invoice # 2323

Date: 04/03/2022

Bill To

Infinite Recovery
Address: 13207 Wright Rd City: Buda , Tx 78610
512-422-0870

For

Paint and Remodeling

Item Description	Amount
Main Building Exterior and Interior Paint	
Primer and 2 coats of Paint (Sherwin Williams 100% acrylic	
Wood prep doors and trim and all supplies	
Labor and Materials Included -- Subtotal	$13,500.00

Total Cost $13,500.00

Make all checks payable to Morales Painting & Remodeling
Thank you for your business!

Bank of America

Online Banking

Full Analysis Bus Chk - 2941: Account Activity Transaction Details

Check number: [redacted]4

Post date: 05/20/2022

Amount: -13,500.00

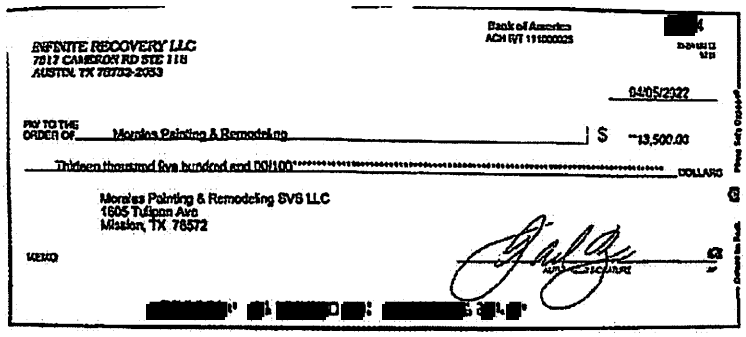
Type: Check

Description: Check

Merchant name: Check

Merchant information:

Transaction category: Cash, Checks & Misc: Checks



INFINITE RECOVERY LLC
7813 CAMERON RD STE 118
AUSTIN TX 78753-2053

Bank of America
ACH R/T 111000025

[redacted]

04/05/2022

PAY TO THE ORDER OF Morales Painting & Remodeling $ **13,500.00

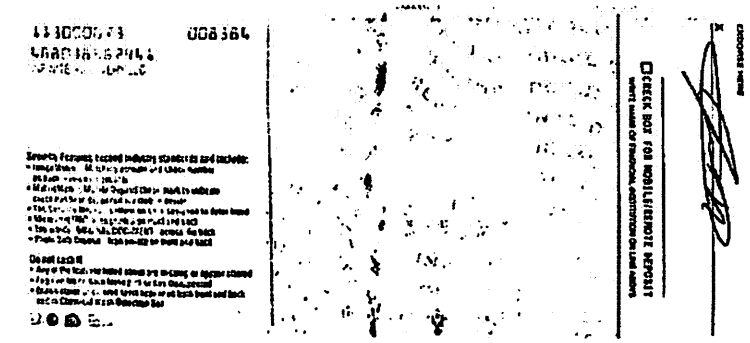
Thirteen thousand five hundred and 00/100********** DOLLARS

Morales Painting & Remodeling SVG LLC
1605 Tulipan Ave
Mission, TX 78572

MEMO

AUTHORIZED SIGNATURE

[redacted]



008364

CHECK BOX FOR INSIGNIFICANT ADDITION

Share Your Feedback

Chat

Invoice # 2327

Date: 05/22/2022

Bill To

Infinite Recovery
Address: 13207 Wright Rd City: Buda , Tx 78610
512-422-0870

For

Paint and Remodeling

Item Description	Amount
Buildings left and right of Main Building -- Exterior and Interior Paint	
Primer and 2 coats of Paint (Sherwin Williams 100% acrylic)	
Wood prep doors and trim and all supplies	
Labor and Materials Included -- Subtotal	$16,052.00

Total Cost $16,052.00

Make all checks payable to Morales Painting & Remodeling
Thank you for your business!

Bank of America Online Banking

Full Analysis Bus Chk - 2941: Account Activity Transaction Details

Check number: [redacted]7

Post date: 05/24/2022

Amount: -16,052.00

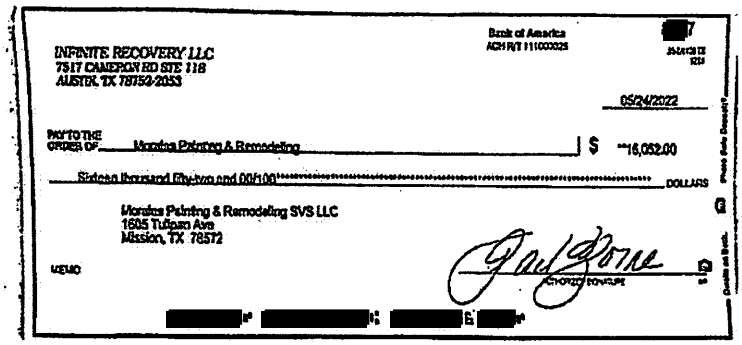
Type: Check

Description: Check

Merchant name: Check

Merchant information:

Transaction category: Cash, Checks & Misc: Checks



INFINITE RECOVERY LLC
7517 CAMERON RD STE 118
AUSTIN, TX 78752-2053

Bank of America
ACH R/T 111000025

[redacted]7

05/24/2022

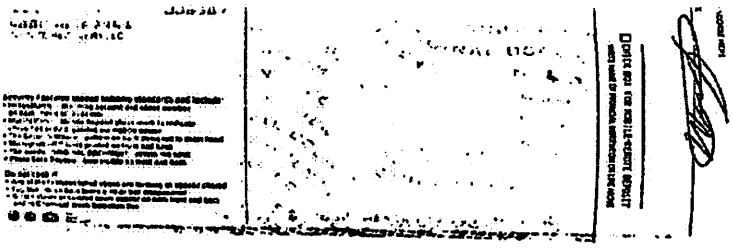
PAY TO THE ORDER OF Morales Painting & Remodeling $ **16,052.00

Sixteen thousand fifty-two and 00/100********** DOLLARS

Morales Painting & Remodeling SVS LLC
1605 Tulipan Ave
Mission, TX 78572

MEMO

[redacted]



Invoice # 2349

Date: 06/08/2022

Bill To

Infinite Recovery
Address: 13207 Wright Rd City: Buda , Tx 78610
512-422-0870

For

Paint and Remodeling

Item Description	Amount
Buildings in back - 2 sheds, conference center, dining/kitchen, offices -- Exterior and Interior Paint	
Primer and 2 coats of Paint (Sherwin Williams 100% acrylic)	
Wood prep doors and trim and all supplies	
Labor and Materials Included -- Subtotal	$19,834.81

Total Cost $19,834.81

Make all checks payable to Morales Painting & Remodeling
Thank you for your business!

Bank of America

Online Banking

Full Analysis Bus Chk - 2941: Account Activity Transaction Details

Check number: [redacted]4

Post date: 06/10/2022

Amount: -19,834.81

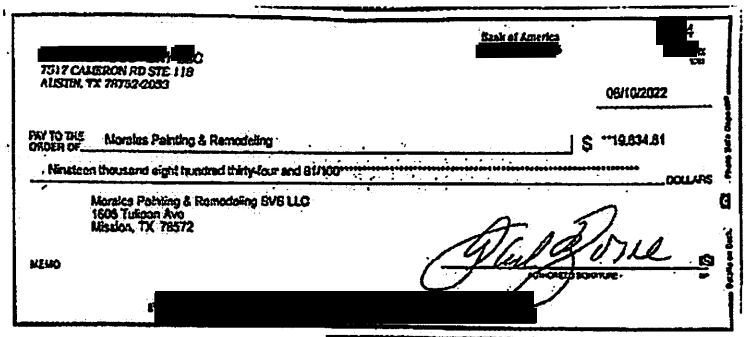
Type: Check

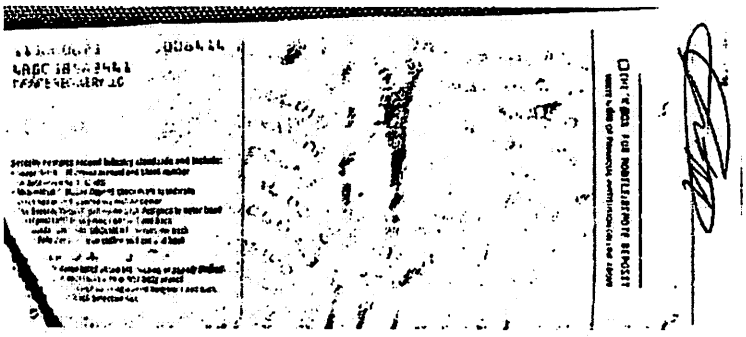
Description: Check

Merchant name: Check

Merchant information:

Transaction category: Cash, Checks & Misc: Checks





Texas Department of Transportation
Form ROW-R-CE
(Rev. 03/16)
Page 1 of 1

CERTIFICATION OF ELIGIBILITY

ROW CSJ:
Parcel:
Displacee:

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Michael Dudash

Claimant

Date: 8/29/2022

_____

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

_____

Claimant

Date:

Commissioners Court - Regular Session **38.**

Meeting Date: 11/22/2022

Hero Way 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 real estate contract with Fab-Con Products, Inc. for 1.139 acres needed as right of way on the Hero Way project (Parcel 302) and a remainder tract totaling 0.003 acres. Funding source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:25 AM
Form Started By: Charlie Crossfield		Started On: 11/16/2022 02:55 PM
Final Approval Date: 11/17/2022		

Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

Parcel 302 + 302R

REAL ESTATE CONTRACT
Hero Way/RM 2243

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **FAB-CON PRODUCTS, INC.** (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 1.139 acre tract of land out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 302**); and
>
> All of that certain 0.003 acre tract of land out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 302R**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage or cost to cure the remaining property of Seller shall be the sum of NINE HUNDRED NINETY-FIVE THOUSAND and 00/100 Dollars ($995,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

NSL

Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property described in Exhibit "A" herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before December 9, 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").

NSL

Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

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 Exhibits "A-B", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the Deed Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

NSL

Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

NSL

Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

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.

NSL

Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after January 31, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed Hero Way improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

NSL

Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

SELLER:

FAB-CON PRODUCTS, INC.

By: Authentisign Noel S. Larson 11/10/2022 9:46:56 PM GMT

Name: Noel S Larson

Its: President

Date: 11/10/2022

Address: P.O. Box 249
Leander TX 78646

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

EXHIBIT A

County: Williamson
Parcel: 302
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 302

METES & BOUNDS DESCRIPTION FOR A 1.139 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 76.02 ACRE TRACT OF LAND AS CONVEYED TO FAB-CON PRODUCTS, INC. BY WARRANTY DEED RECORDED IN VOLUME 527, PAGE 319 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.139 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with a cap stamped "SENDERO" found at the intersection of the south right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322 and 2009071325, both of the Official Public Records of Williamson County, Texas, and the west right-of-way line of County Road 269 (width varies), (no deed of record found), at the northeast corner of the above described Fab-Con remainder tract, and at the southeast corner of a called 2.2675 acre tract of land described as Parcel 5B as dedicated in said Document Number 2009071322 of the Official Public Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "PREMIER SURVEYING" found at the intersection of the south right-of-way line of said Hero Way and the east right-of-way line of said County Road 269, at the northwest corner of a called 1.469 acre tract of land as conveyed to Abhiram Garapati and Rekah Garapati by General Warranty Deed with Vendor's Lien recorded in Document Number 2019006980 of the Official Public Records of Williamson County, Texas, bears N 86°13'31" E a distance of 79.91 feet;

THENCE, with the west right-of-way line of said County Road 269 and the east line of said Fab-Con remainder tract, S 20°29'59" E a distance of 84.92 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,286.26, E: 3,082,059.04) set at the beginning of a non-tangent curve to the left, for the most easterly corner of the herein described tract, 351.09 feet right of FM 2243 baseline station 105+88.93, from which a 5/8-inch iron rod found at the southeast corner of said Fab-Con remainder tract, and at the northeast corner of the remainder of a called 3.74 acre tract of land as conveyed to Federick A. Jay by General Warranty Deed recorded in Document Number 2002087971 of the Official Public Records of Williamson County, Texas, bears S 20°29'59" E a distance of 15.30 feet;

Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

THENCE, departing the west right-of-way line of said County Road 269, over and across said Fab-Con remainder tract, along said curve to the left, an arc distance of 24.76 feet, having a radius of 991.00 feet, a central angle of 01°25'53" and a chord which bears S 30°47'03" W a distance of 24.76 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the south line of said Fab-Con remainder tract and the north line of said Jay remainder tract, for the southeast corner of the herein described tract, 366.42 feet right of FM 2243 baseline station 105+69.50, from which said 5/8-inch iron rod found at the southeast corner of said Fab-Con remainder tract, and at the northeast corner of said Jay remainder tract, bears N 68°58'05" E a distance of 19.32 feet;

THENCE, with the south line of said Fab-Con remainder tract and the north line of said Jay remainder tract, S 68°58'05" W a distance of 481.88 feet to a 1/2-inch iron rod with an illegible cap found on the curving northeast right-of-way line of U.S. Highway 183A (width varies) as dedicated in Document Numbers 2004088731, 2005013409 and 2005101481, all of the Official Public Records of Williamson County, Texas, at the southwest corner of said Fab-Con remainder tract, at the northwest corner of said Jay remainder tract, and at the most easterly common corner of a called 1.557 acre tract of land described as Parcel 33 as dedicated in said Document Number 2005013409 of the Official Public Records of Williamson County, Texas, and a called 2.115 acre tract of land described as Parcel 32 Part 1 as dedicated in said Document Number 2005101481 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, 367.14 feet right of FM 2243 baseline station 100+87.62, from which a 1/2-inch iron rod with an illegible cap found at the southwest corner of said Jay remainder tract, bears along a curve to the right, an arc distance of 205.31 feet, having a radius of 2,884.79 feet, a central angle of 04°04'40" and a chord which bears S 33°57'20" E a distance of 205.26 feet;

THENCE, with the curving northeast right-of-way line of said U.S. Highway 183A and the southwest line of said Fab-Con remainder tract, along a curve to the left, an arc distance of 43.66 feet, having a radius of 2,884.79 feet, a central angle of 00°52'02" and a chord which bears N 36°25'41" W a distance of 43.66 feet to a 1/2-inch iron rod found at the intersection with the south right-of-way line of said Hero Way, at the south corner of a called 0.0389 acre tract of land described as Parcel 17B as dedicated in said Document Number 2009017325 of the Official Public Records of Williamson County, Texas, and at the most westerly corner of said Fab-Con remainder tract, for the most westerly corner of the herein described tract;

THENCE, with the south right-of-way line of said Hero Way and the west line of said Fab-Con remainder tract, N 15°39'48" E a distance of 71.52 feet to a calculated point at the northeast corner of said Parcel 17B, and at the northwest corner of said Fab-Con remainder tract, for the northwest corner of the herein described tract;

Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

THENCE, continuing with the south right-of-way line of said Hero Way and the north line of said Fab-Con remainder tract, N 68°52'28" E a distance of 470.98 feet to the **POINT OF BEGINNING** and containing 1.139 acres (49,601 square feet) of land more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

10/05/2022

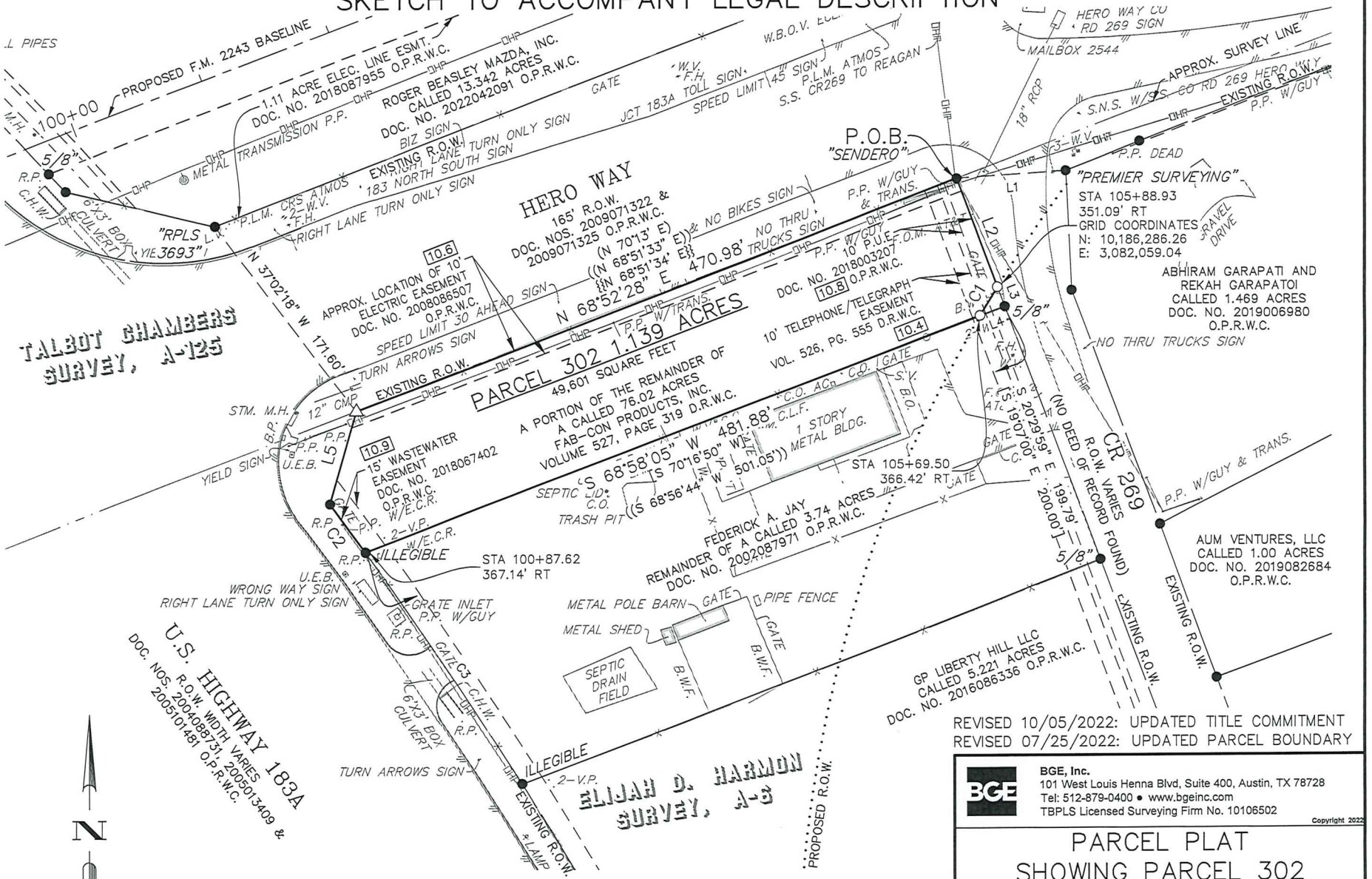
Jonathan O. Nobles RPLS Number 5777 — Date

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	May 27, 2022
Revised:	July 25, 2022
Revised:	October 5, 2022
Project Number:	7473-00

Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 10/05/2022: UPDATED TITLE COMMITMENT
REVISED 07/25/2022: UPDATED PARCEL BOUNDARY

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 302
1.139 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	05/27/2022	4 of 6

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Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

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LEGEND

B.	BOLLARD
BLDG.	BUILDING
B.P.	BRICK PAVERS
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.C.R.	ELECTRIC CONDUIT RISER
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
M.H.	MANHOLE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.L.M.	PIPELINE MARKER
P.L.V.	PIPELINE VENT
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
S.N.S	STREET NAME SIGN
S.S.	STOP SIGN
STM.	STORM
S.V.	SPRINKLER VALVE
TRANS.	TRANSFORMER
U.E.B.	UNDERGROUND ELECTRIC BOX
V.P.	VERTICAL PIPE
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
( )	RECORD INFO FOR VOL. 527, PG. 319 D.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2002087971 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2009071325 O.P.R.W.C.
(( ))	RECORD INFO FOR DOC. NO. 2005101481 O.P.R.W.C.
[[ ]]	RECORD INFO FOR DOC. NO. 2005013409 O.P.R.W.C.
{{ }}	RECORD INFO FOR DOC. NOS. 2009071322 & 2009017325 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
△	CALCULATED POINT
——x——	WIRE FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 86°13'31" E	79.91'
L2	S 20°29'59" E	84.92'
L3	S 20°29'59" E	15.30'
L4	N 68°58'05" E	19.32'
L5	N 15°39'48" E	71.52'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
(L2)	(S 19°07' E)	
(L3)	(S 19°07' E)	
{L5}	{N 15°39'48" E}	{71.41'}

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	24.76'	991.00'	1°25'53"	S 30°47'03" W	24.76'
C2	43.66'	2,884.79'	0°52'02"	N 36°25'41" W	43.66'
C3	205.31'	2,884.79'	4°04'40"	S 33°57'20" E	205.26'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
((C2))		((2,884.79'))			
[[C3]]	[[205.05']]	[[2,884.79']]	[[4°04'21"]]	[[N 33°56'21" W]]	[[205.01']]

REVISED 10/05/2022: UPDATED TITLE COMMITMENT
REVISED 07/25/2022: UPDATED PARCEL BOUNDARY

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 302
1.139 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	05/27/2022	5 of 6

Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158399, DATED EFFECTIVE SEPTEMBER 14, 2022 AND ISSUED ON SEPTEMBER 26, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10.2 A WATER CONTROL EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 AS DESCRIBED IN VOLUME 438, PAGE 475, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 517, PAGE 163, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.4 A TELEPHONE/TELEGRAPH EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 526, PAGE 555, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC. AS DESCRIBED IN VOLUME 577, PAGE 496, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; AND AS AFFECTED BY RELEASE OF EASEMENT RECORDED IN DOCUMENT NO. 2008066744, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.6 AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2008086507, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.7 AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2008086508, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT BUT LOCATION CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.

10.8 A UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2018003207, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.9 A WASTEWATER EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2018067402, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

10/05/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 10/05/2022: UPDATED TITLE COMMITMENT
REVISED 07/25/2022: UPDATED PARCEL BOUNDARY

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
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TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT
SHOWING PARCEL 302
1.139 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	05/27/2022	6 of 6

Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

EXHIBIT B

County: Williamson
Parcel: 302R
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 302R

METES & BOUNDS DESCRIPTION FOR A 0.003 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 76.02 ACRE TRACT OF LAND AS CONVEYED TO FAB-CON PRODUCTS, INC. BY WARRANTY DEED RECORDED IN VOLUME 527, PAGE 319 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.003 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with a cap stamped "SENDERO" found at the intersection of the south right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322 and 2009071325, both of the Official Public Records of Williamson County, Texas, and the west right-of-way line of County Road 269 (width varies), (no deed of record found), at the northeast corner of the above described Fab-Con remainder tract, and at the southeast corner of a called 2.2675 acre tract of land described as Parcel 5B as dedicated in said Document Number 2009071322 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod with a cap stamped "PREMIER SURVEYING" found at the intersection of the south right-of-way line of said Hero Way and the east right-of-way line of said County Road 269, at the northwest corner of a called 1.469 acre tract of land as conveyed to ANT Savings Corp by Texas Special (Limited) Warranty Deed recorded in Document Number 2022089162 of the Official Public Records of Williamson County, Texas, bears N 86°13'31" E a distance of 79.91 feet; Thence, with the west right-of-way line of said County Road 269 and the east line of said Fab-Con remainder tract, S 20°29'59" E a distance of 84.92 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,286.26, E: 3,082,059.04) set for the northeast corner and **POINT OF BEGINNING** of the herein described tract, 351.09 feet right of FM 2243 baseline station 105+88.93;

THENCE, continuing with the west right-of-way line of said County Road 269 and the east line of said Fab-Con remainder tract, S 20°29'59" E a distance of 15.30 feet to a 5/8-inch iron rod found at the southeast corner of said Fab-Con remainder tract, and at the northeast corner of the remainder of a called 3.74 acre tract of land as conveyed to Federick A. Jay by General Warranty Deed recorded in Document Number 2002087971 of the Official Public Records of Williamson County, Texas, for the southeast corner of the herein described tract, 366.40 feet right of FM 2243 baseline station 105+88.81, from which a 5/8-inch iron rod found at the southeast corner of said Jay remainder tract, bears S 20°29'59" E a distance of 199.79 feet;

Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

THENCE, departing the west right-of-way line of said County Road 269, with the south line of said Fab-Con remainder tract and the north line of said Jay remainder tract, S 68°58'05" W a distance of 19.32 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the right, for the southwest corner of the herein described tract, 366.42 feet right of FM 2243 baseline station 105+69.50, from which a 1/2-inch iron rod with an illegible cap found on the curving northeast right-of-way line of U.S. Highway 183A (width varies) as dedicated in Document Numbers 2004088731, 2005013409 and 2005101481, all of the Official Public Records of Williamson County, Texas, at the southwest corner of said Fab-Con remainder tract, at the northwest corner of said Jay remainder tract, and at the most easterly common corner of a called 1.557 acre tract of land described as Parcel 33 as dedicated in said Document Number 2005013409 of the Official Public Records of Williamson County, Texas, and a called 2.115 acre tract of land described as Parcel 32 Part 1 as dedicated in said Document Number 2005101481 of the Official Public Records of Williamson County, Texas, bears S 68°58'05" W a distance of 481.88 feet;

THENCE, departing the north line of said Jay remainder tract, over and across said Fab-Con remainder tract, along said curve to the right, an arc distance of 24.76 feet, having a radius of 991.00 feet, a central angle of 01°25'53" and a chord which bears N 30°47'03" E a distance of 24.76 feet to the **POINT OF BEGINNING** and containing 0.003 acre (149 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

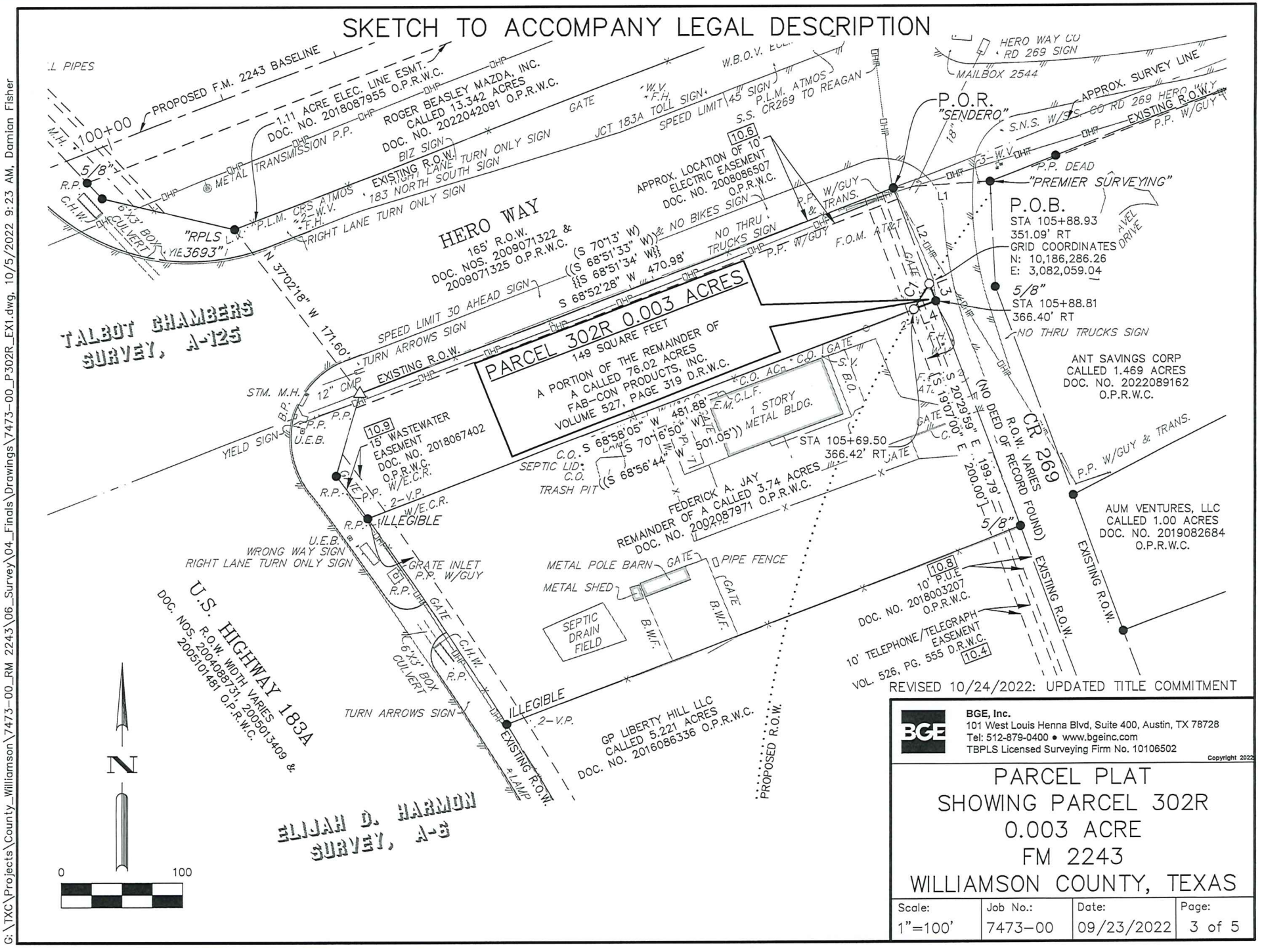
10/24/2022
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	September 23, 2022
Revised:	October 24, 2022
Project Number:	7473-00

Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 10/24/2022: UPDATED TITLE COMMITMENT

BGE, Inc.
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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING PARCEL 302R 0.003 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/23/2022	3 of 5

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Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P302R_EX1.dwg, 10/5/2022 9:23 AM, Damian Fisher

LEGEND

B.	BOLLARD
BLDG.	BUILDING
B.P.	BRICK PAVERS
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.C.R.	ELECTRIC CONDUIT RISER
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
M.H.	MANHOLE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.L.M.	PIPELINE MARKER
P.L.V.	PIPELINE VENT
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
S.N.S	STREET NAME SIGN
S.S.	STOP SIGN
STM.	STORM
S.V.	SPRINKLER VALVE
TRANS.	TRANSFORMER
U.E.B.	UNDERGROUND ELECTRIC BOX
V.P.	VERTICAL PIPE
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
( )	RECORD INFO FOR VOL. 527, PG. 319 D.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2002087971 O.P.R.W.C.
(( ))	RECORD INFO FOR DOC. NO. 2005101481 O.P.R.W.C.
{{ }}	RECORD INFO FOR DOC. NOS. 2009071322 & 2009017325 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
———//———	EDGE OF ASPHALT
10.6	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 86°13'31" E	79.91'
L2	S 20°29'59" E	84.92'
L3	S 20°29'59" E	15.30'
L4	S 68°58'05" W	19.32'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
(L2)	(S 19°07' E)	
(L3)	(S 19°07' E)	
{L5}	{N 15°39'48" E}	{71.41'}

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	24.76'	991.00'	1°25'53"	N 30°47'03" E	24.76'

REVISED 10/24/2022: UPDATED TITLE COMMITMENT

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

Copyright 2022

PARCEL PLAT
SHOWING PARCEL 302R
0.003 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/23/2022	4 of 5

Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P302R_EX1.dwg, 10/5/2022 9:23 AM, Damian Fisher

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158399, DATED EFFECTIVE SEPTEMBER 14, 2022 AND ISSUED ON SEPTEMBER 26, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10.2 A WATER CONTROL EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 AS DESCRIBED IN VOLUME 438, PAGE 475, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 517, PAGE 163, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.4 A TELEPHONE/TELEGRAPH EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 526, PAGE 555, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC. AS DESCRIBED IN VOLUME 577, PAGE 496, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; AND AS AFFECTED BY RELEASE OF EASEMENT RECORDED IN DOCUMENT NO. 2008066744, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.6 AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2008086507, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.7 AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2008086508, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT BUT LOCATION CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.

10.8 A UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2018003207, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.9 A WASTEWATER EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2018067402, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

10/24/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 10/24/2022: UPDATED TITLE COMMITMENT

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1"=100'	7473-00	09/23/2022	5 of 5

Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

EXHIBIT "C"

Parcel 302 + 302R

DEED
Hero Way 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 **FAB-CON PRODUCTS, INC.**, 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 1.139 acre tract of land out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 302**); and
>
> All of that certain 0.003 acre tract of land out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 302R**);

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;

Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

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 and/or the State of Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance Grantee's roadway improvements and related facilities.

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 by and through Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2022.

[signature pages follow]

Authentisign ID: 524D6463-4F7A-4419-85C5-A606E3BF3F6E

GRANTOR:

FAB-CON PRODUCTS, INC.

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

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

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **39.**

Meeting Date: 11/22/2022

ILA Regarding the Relocation of Waterline System Improvements on CR 366 with Jonah SUD

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement regarding Waterline Relocation improvements on CR 366 with Jonah SUD. Funding Source: Road Bonds P296

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:26 AM
Form Started By: Charlie Crossfield		Started On: 11/16/2022 03:03 PM
Final Approval Date: 11/17/2022		

INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
CR 366

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 Jonah Special Utility District (the "**District**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the District 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 designing and improving CR 366, the location of which is shown on Exhibit "A", attached hereto (the "County Project"); and

WHEREAS, some of the proposed County Project includes the widening of the right-of-way into easements in which the District's water system improvements are or will be located; and

WHEREAS, the Parties have determined that, because of the County Project, the relocation of District water lines is necessary (the "Relocation Project"); and

WHEREAS, plans and specifications for the relocation of the District water lines affected by the County Project are attached hereto as Exhibit "B" (the "Plans"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County will relocate the District's waterlines in certain segments of the County Project.

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.
GENERAL PROVISIONS

1.01 General. The purpose of this Agreement is to provide for the County's relocation and construction of the Relocation Project caused by the County's construction of the County Project.

1.02 County Relocation of Waterlines. The County must, at its own expense, pay all costs related to the Relocation Project in accordance with the Plans. As stated below, the County must reimburse the District for all costs related to the design of the Plans according to the percentages as set out herein.

1.03 County to Obtain Easements. The County must acquire at its own expense all necessary easements required by the District for the Relocation Project as shown in the Plans and as identified in Section 2.03 below. This agreement specifically allows the County's right-of-way attorneys to acquire easements by eminent domain, if necessary, on behalf of the District. The form of the easement must be approved by the District prior to acquisition. The District is not responsible for costs associated with easement acquisition for the County Project or Relocation Project.

1.04 County to Obtain Permits. The County must secure all permits required for construction of the County Project and the Relocation Project, and for the costs associated with the permits. The District is not responsible for costs associated with permitting of the County Project or Relocation Project.

1.05 District Obligations. The District is responsible for the design of the Plans, including specifications. The District will submit invoices for design costs to the County, and the County must reimburse 64.58% of the District's costs pursuant to the Prompt Payment Act, Chapter 2251 of the Texas Government Code.

1.06 Continuation of Service. The County agrees that both the County Project and the Relocation Project must be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the prolonged loss of water service to any such customers.

II.
CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County will, at its own expense, construct all physical improvements that constitute the County Project and the Relocation Project. The County and the District agree that the County is responsible for 64.58% of the construction costs of the Relocation Project and the District is responsible for 35.42% of the construction costs of the Relocation Project. Collectively, these shares are referred to as the Construction Costs. All design costs are included within the Construction Costs.

2.02 Calculation of Betterment Costs. The District's engineer has determined betterment ratio percentages by calculating the Engineer's Opinion of Probable Cost ("EOPC") for the construction of water lines that are larger than the original lines they are replacing ("betterment construction") and the EOPC for the construction of water lines that are the same size as the original lines ("'like-kind' replacement construction"), then by determining the percentage of the "like-kind" cost versus the betterment cost. The County's engineer has approved the project betterment percentage ratio of 26.86%.

2.03 Assignment of Easements. The County has, at its own expense, acquired easements for the following parcels as described in Exhibit "C", attached hereto: "Zett Waterline Easement," "D&L Land Development, LLC Waterline Easement," "Walther Family LP Waterline Easement," "Vittek Waterline Easement," "Binstor LLC Waterline Easement," "S. Dowdy, Inc. Waterline Easement," "Kroschewsky Waterline Easement," and "Hall Waterline Easement." The easements' locations and widths have been agreed on by the District and the County, and any

easements not granted directly to the District shall be assigned by the County and accepted by the District upon completion of construction of the Relocation Project.

2.04 Payment and Maintenance. The District's share of the Construction Costs will be due and payable to the County 30 days after the District provides written acceptance of the completed Relocation Project. After acceptance, the District will own and maintain the facilities included within the Relocation Project.

2.05 Construction Plans. The District must submit the Plans related to the Relocation Project, and any changes or modifications thereto, to the County for review and approval prior to the County commencing construction. The Relocation Project will be jointly bid and constructed as part of the County Project.

2.06 Inspection. The District may inspect the relocation of the waterlines during construction. If the District's inspectors determine that the construction by the County is not in accordance with the approved Plans and upon receipt of such notification from the District, the County must cease construction until the deficiency can be identified and a corrective plan of construction implemented with the written agreement of the District.

2.07 Insurance, Bonds and Warranties. The County must require the contractor for the County Project to name the District as an additional insured on any policies related to the County Project or Relocation Project. The County must require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the District for the County Project and Relocation Project in amounts satisfactory to the District. The County must transfer any warranties for the Relocation Project to the District upon final completion and the District's written acceptance of the Relocation Project.

2.08 Betterment Costs. Any betterments requested by the District will be included in the Plans, and the District will solely be responsible for all costs associated with the betterments.

2.09 Other Costs. The County must reimburse the District for 64.58% all costs incurred by the District for inspections, permitting, engineering and legal services related to the Relocation Project in accordance with the Texas Prompt Payment Act.

2.10 As-Built Drawings. Upon completion of construction of the Relocation Project, County will provide District with the as-built drawings of the Relocation Project.

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 must 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 must 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 that 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 must 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 agree that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the non-defaulting Party may 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 will be liable to the other for all costs actually incurred in pursuing such remedies 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 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.

4.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement must be paid from current revenues available to the Party for such purpose.

4.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.05 Effective Date. This Agreement is effective from the date of execution by the authorized representative of each Party.

4.06 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 and only relates to those portions of the County Project or Relocation Project shown in the Plans.

4.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.08 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.

4.09 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 fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT:	Jonah Water Special Utility District 4050 FM 1660 Hutto, Texas 78634 Attn: General Manager Telephone: (512) 759-2983
With a copy to:	John Carlton The Carlton Law Firm, P.L.L.C. 4301 Westbank Drive, Suite B-130 Austin, Texas 78746 Facsimile: (512) 900-2855 john@carltonlawaustin.com
COUNTY:	Williamson County 710 Main Street, Suite 101 Georgetown, Texas 78626 Attn: County Auditor Telephone: (512) 943-1577

4.10 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.

4.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:

JONAH WATER SPECIAL UTILITY DISTRICT:

By: _____

Printed Name: Bill Brown

Title: General Manager

Date: 11-15-22

ATTEST:

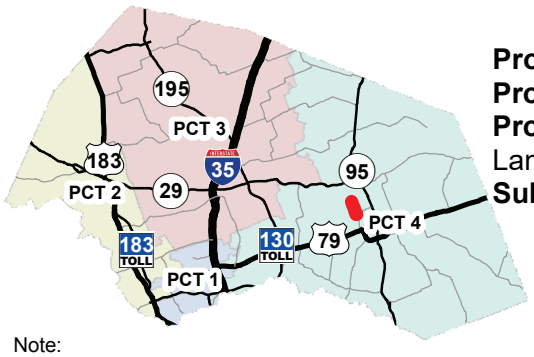
_____
Nancy Rister, County Clerk

WILLIAMSON COUNTY:

By: _____
Bill Gravell, Jr., County Judge

Date: _____

EXHIBIT "A"



Project Name: CR 366
Project Limits: Carlos G Parker to Chandler Road
Project Improvements: Reconstruct Existing 2 Lane Roadway to 5 Lanes
Submitted By: Williamson County

1:30,000

N
W E
S

Project Location
Precinct
Park
City Boundary

0 1,500 3,000
Feet

Note:
The location of facilities are conceptual only. Final alignments will be determined through appropriate planning studies.

Path: \\Austw00\jobs2\61272_WilcoDesign&PlanGEC\Techprod\GIS\MXD\EXHIBIT\RoadBond_2019\WILCO_2019RoadBondProject_CR366_8.5x11.mxd Date Saved: 4/30/2019

WILLIAMSON COUNTY TRAIL

2019 CANDIDATE ROAD BOND PROJECT - CR 366

WILLIAMSON COUNTY

HNTB

EXHIBIT "B"

JONAH SUD
4050 FM 1660
HUTTO , TEXAS 78634
1-512-759-1286
PWS ID 246002
CCN ID 10970

2020 - CR 366 Utility Improvements

GENERAL CONSTRUCTION NOTES

1. THESE PLANS DO NOT INDICATE DETAILED TOPOGRAPHY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSPECT THE PROJECT BEFORE SUBMITTING BIDS TO DETERMINE LOCATIONS OF VARIOUS TOPOGRAPHIC FEATURES THAT COULD EFFECT CONSTRUCTION METHODS

2. THE CONTRACTOR SHALL NOTIFY
   2.1. THE TxDOT HIGHWAY MAINTENANCE FOREMAN
   2.2. RAILWAY SUPERINTENDENT
   2.3. COUNTY COMMISSIONER
   2.4. APPLICABLE CITY
   2.5. APPLICABLE UTILITY COMPANIES
   48 HOURS PRIOR TO STARTING CONSTRUCTION ON ANY HIGHWAY OR RAILROAD AND WHEN WORKING IN THE VICINITY OF ANY EXISTING UTILITIES, ALL WORK SHALL BE SUBJECT TO INSPECTION AND COMPLIANCE WITH THE ABOVE AUTHORITIES.
   2.6 GENERAL ENGINEERING CONSULTANT

3. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D.

4. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL SANITATION FOUNDATION (ANSI/NSF) STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.

5. NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF POTABLE WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY.

6. WATER TRANSMISSION AND DISTRIBUTION LINES MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

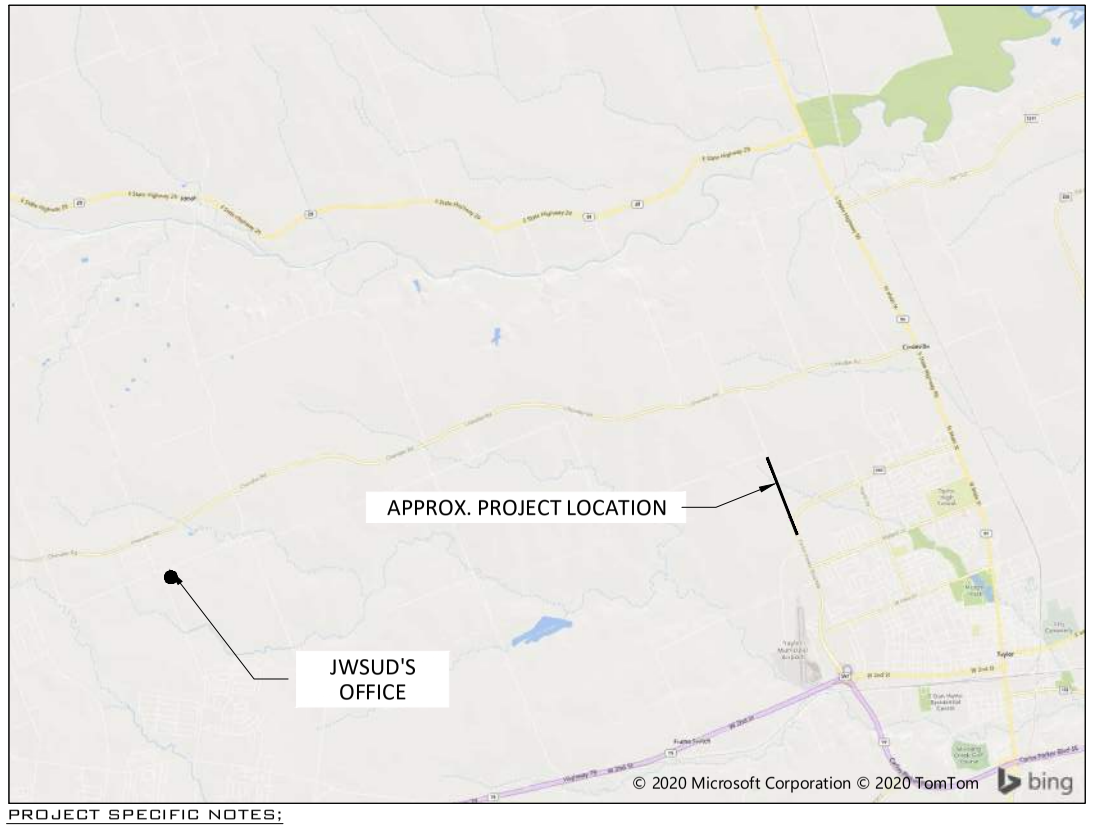
7. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION.

8. COORDINATE ANY PLANNED INTERRUPTIONS TO SERVICE WITH THE APPLICABLE UTILITY PURVEYOR A MINIMUM 48 HOURS IN ADVANCE

9. ANY AND ALL OBJECTS THAT BECOME DAMAGED AND/OR DESTROYED BY THE CONSTRUCTION PROCESS SHALL BE REPLACED OR RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED JUST PRIOR TO THE INCIDENT OR INCIDENTS.

10. PROPERTY OWNERS SHALL HAVE ACCESS TO THEIR RESPECTED PROPERTY DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE PROPERTY OWNER IF PROPERTY ACCESS IS THE BE DENIED FOR ANY PERIOD OF TIME. THE CONTRACTOR SHALL TAKE STEPS TO ASSURE THAT ACCESS IS ACHIEVED IN THE PERIODS OF THE CONTRACTOR'S ABSENCE.

11. TRAFFIC CONTROL PLANS SHALL BE IN ACCORDANCE WITH TCP(1-1)-12 THROUGH TCP(1-6)-12; SEE HTTPS://WWW.DOT.STATE.TX.US/INSDTDOT/ORGCHART/CMD/CSERVE/STANDARD/TOC.HTM FOR SHEETS.



PROJECT SPECIFIC NOTES:

1. SCHEDULE ALL PLANNED INTERRUPTIONS TO WATER SERVICE WITH JONAH WATER S.U.D. AT LEAST 48 HOURS IN ADVANCE.
2. FIELD VERIFY DEPTH AND LOCATIONS OF ALL EXISTING APPLICABLE UTILITIES.
3. COORDINATE AND GIVE PROPER NOTICE TO OWNER OF POSSIBLE INTERRUPTIONS TO SERVICE.
4. ALL COMPONENTS OF THIS PROJECT SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
5. THE ROW LIMITS, UTILITY LOCATIONS, AND PROPOSED ROADWAY/DRAINAGE IMPROVEMENTS, ETC... WERE OBTAINED FROM WILLIAMSON COUNTY'S REPRESENTATIVES. JONAH WATER NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR THE ACCURACY OF THIS INFORMATION PROVIDED TO THEM.
6. CONTRACTOR SHALL REFER TO THE ACTUAL EASEMENT DOCUMENTS FOR DESCRIPTIONS OF EASEMENTS REPRESENTED WITHIN THESE PLANS.

Sheet Index:	
428	GENERAL NOTES
429	TAKE OFF
430	KEY MAP
431	WATERLINE; STA. 0+00 TO 6+50
432	WATERLINE; STA. 6+50 TO 13+00
433	SERVICE CROSSING; CR 366 STA. 49+27
434	WATERLINE; STA. 20+00 TO 26+50
435	WATERLINE; STA. 26+50 TO 33+50
436	WATERLINE; STA. 33+00 TO 36+90
437	DETAILS
438	DETAILS
439	DETAILS

APPROVED

STATE OF TEXAS MILES W. WHITNEY 116154 REGISTERED PROFESSIONAL ENGINEER

CIVIL ENGINEER — 7/5/22 DATE APPROVED

OWNER — 7/6/22 DATE APPROVED

CAYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702 Ph. 254-744-3439
MILES@CAYOTECON.COM

General notes:

1) Various portions of the work shall be performed on private property as shown in the drawings. The owner has or is obtaining right of entry permission, permanent easement, or permanent right of way for all portions of private property requiring work (in addition to areas where there are pre-existing permanent easements), unless noted otherwise in project special provisions. The contractor shall not access or disturb private property without giving notice to each private property owner at least one week prior to construction activities on their property, including an estimated duration that their property will be affected. Every effort shall be made by the contractor to schedule work to minimize disruption to property owners. Upon completion of work (or phases of work), private properties shall be restored to existing or better conditions, than that of those that existed just prior to the beginning of construction.
   a) Refer to project Property Owner line list for tract information and easement statuses.
2) The locations of underground utilities as shown hereon are based on above ground structures, record drawings, or information from other entities provided to the engineer. Locations of underground utilities structures may vary from locations shown hereon. Additional buried utilities structures may be encountered. Before excavations are begun, the following entities shall be contacted for verification of utility type and field locations.
   a. Gas, telephone, electric, fiber optic, oil: call Texas 811 at 800-344-8377
   b. Water (Jonah Water): call the Jonah Water, 512-759-1286
   c. Water (City of Taylor): call the City of Taylor, 512-352-2066
3) The Contractor shall pothole the existing utilities lines ahead of the pipeline installation to verify adequate room is available for the trenching of the proposed lines. If the proposed trench for the water lines and the existing location of the utility lines are to become in conflict, the Contractor shall at his cost provide excavation and possible shoring up of the conflicting utilities, to allow for the trenching of the proposed water lines. The Contractor protect the existing utility lines at their expense and shall place the line back into its original alignment once the trench is being backfilled. It will be imperative that the contractor shall compact the trench so to not allow excessive settlement that could damage the exiting utility line.
   a) If shoring of lines is required, the Contractor shall notify the utility's owner of the process that is to take place at least 72 hours in advance to schedule inspections and assistance from the utility's owner. No separate payment, for the costs associated with this process, shall be made and shall be subsidiary to the other applicable costs.
4) Prior to beginning any construction, the contractor shall verify horizontal and vertical locations of all known existing utilities which will either be connected to, adjacent, or crossed, if there are any conflicts between proposed and existing utilities, or if the existing utilities are in any way different from what is shown on the drawings. It shall be the contractor's responsibility to notify the engineer before proceeding with any construction. The contractor shall work with the engineer in resolving such conflicts before proceeding with work.
5) When un-located or incorrectly located underground piping, or a break located in the line, or other utilities and services are encountered during work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.
6) Contractor shall take all due precautions to protect existing facilities and features from damage during construction, including all features on private property (trees, landscaping irrigation, fences, etc.) and franchise utilities. Any damage to existing features that are not called to be removed shall be repaired or restored to conditions equal to or greater than those just prior to the beginning of construction, by the Contractor, at no additional cost to the owner.
7) Any work completed without prior written authorization which is not included in these plans and specifications will not be compensated by the Owner.
8) Protect mailboxes and other features located within the R.O.W. If features conflict with proposed construction, contractor shall remove, protect, and reinstall features accordingly (temporary mailboxes may be required). Protecting installed features is subsidiary to other bid items.
9) Contractor shall not store materials, equipment or other construction items on adjacent properties or ROW without the prior written consent of the property owner, the City, County and/or State (for within ROW).
10) The Contractor shall not place any waste materials in the 100-year Flood Plain without first obtaining an approved Flood Plain Permit.
11) The contractor shall protect all survey control during construction and be responsible for damaged control.
12) The contractor is responsible for performing all construction staking.
13) Contractor shall be responsible for protecting all property pins for the duration of construction. Any pins disturbed during construction shall be replaced by the contractor at no additional cost to the owner.
14) Contractor shall always maintain a clean construction site free from trash, litter, blowing debris, and silt runoff.
15) The contractor shall keep accurate records of all construction that deviates from the plans. The contractor shall furnish the Owner accurate "Record Drawings" following completion of all construction.
16) When construction is being carried out within easements, the contractor shall confine their work within the permanent and any temporary easements. Prior to final acceptance, the contractor shall be responsible for removing all trash and debris within the permanent and temporary easements. Clean-up shall be to the satisfaction of the property owner and or Owner.
17) Contractor shall install barrier silt fencing on the boundary of the temporary construction easement to serve as a barrier to avoid damaging property not contained within the easement and/or the temporary construction easements.
   17)1) In areas where this barrier silt fencing will cause potential flooding, this barrier silt fencing may be omitted provided some other means of physical barrier is utilized that will not impede the flow of runoff.
   17)2) Barrier silt fencing that is to be installed with in existing yards shall use caution to avoid damage to irrigation systems, septic systems, etc...
   17)3) Barrier silt fencing within cultivated fields shall first be discussed with the property owner, so to allow them the chance to harvest crops prior to its installation.
18) Contractor to trench in such a manner as to separate topsoil, stockpile, and place on top layer of trench.
19) When work requires a permit, the contractor shall follow the provisions of the permit.
20) Pre-Construction Site Video: Before the start of any construction. The Project shall be video recorded by the Contractor with one copy submitted to the Owner's Inspector. A pre-site video is to provide accurate documentation of the existing conditions.
21) Pre-Construction Site Photographs: Before the start of any construction. The Project shall be photographed by the Contractor with copy's submitted to the Owner's Inspector. A pre-site photographs are to provide accurate documentation of the existing conditions.
22) Power Pole Bracing: Contractors should be advised that there are existing overhead utility poles along the project. Contractors should further be advised that if the distance from the outside face of a utility trench to the face of a utility pole is less than 5 feet, said utility pole is subject to bracing, based on a determination made by utility pole owner. Costs incurred by Contractor for bracing of these utility poles is made through a separate bid item, no additional payment shall be made. It is advisable for the Contractor to review the construction documents and visit the construction site to determine potential impacts.
23) Holiday Work: Contractors will not be allowed to perform work on Owner recognized holidays.
   a) Weekend Work: Contractors are required to notify the Owner/Project's Inspector 48 hours in advance to request weekend work. Submitted requests do not grant automatic acceptance of request.
   b) All work installed without holiday/weekend approval will be subject to be uncovered for proper inspection, at no additional cost to the Owner/Project.
22) The contractor shall be responsible for training his employees and subcontractors in the recognition and avoidance of unsafe conditions, and in the regulations and hazards which apply to the area in which the work will take place.
23) All contract work in these drawings shall be carried out in accordance with the latest editions of the following national codes and standards:
   a) International Building Codes, 2012 (IBS2012).
   b) American Society of Civil Engineers (ASCE) 7- 02.
   c) Occupational Safety and Health Administration (OSHA).
   d) National Fire Protection Association (NFPA).
   e) National Fire Code (NFC).
24) The Contractor shall dispose of all materials removed which are not to be reinstalled or salvaged on the project. Disposal of materials shall be the responsibility of the contractor.
25) Unless prior permission is obtained from the owner's representative, the contractor shall confine all construction activity, staging areas, etc., within the limits of construction.
26) Adequate barricades, warnings and lighting will be employed for safely and traffic flow. All work shall be done in accordance with the Texas Manual of Uniform Control Devices for Streets and Highways.
27) Excavations shall not be made during inclement weather. Water accumulation in excavations exceeding 1 inch shall be pumped out before concrete is placed.
28) The contractor shall be solely responsible for the design and implementation of a trench safely program. The contractor shall appoint a trench safely foreman who will always be on site while trenching or excavation is being performed. All excavations and backfill operations shall be in accordance with the latest OSHA excavation safely standards, OSHA 2226 and 29 CFR part 1926 subpart P. The contractor shall provide an excavation plan prepared by an engineer registered in the State of Texas. The excavation plan shall indicate the procedures to be used by the contractor to comply with the OSHA requirements. The excavation plan shall identify the "competent person" as required by paragraph 1926.651 (k)(i), within United States Department of Labor, that will work with each crew.
29) Contractor shall stay within the boundaries of easements at all times.
30) The contractor shall protect property from damage due to the progress of the work. Any damage to private property shall be repaired or replaced by the Contractor at his own expense.
31) The Contractor shall remove, replace, and restore to original condition, elevation, and location, all existing culverts, mailboxes, fences, and other existing improvements, including driveways and roads encountered during construct ion. All entrances shall be restored immediately. Ingress and egress to the property adjacent to construct ion shall be maintained by the Contractor.

Traffic Control Plan (TCP)

1) The Contractor shall be responsible to submit a traffic control plan for review. The plan shall be based upon applicable state requirements and established standards.
2) The Contractor will be required to keep traffic open during the utility crossings.
3) The Contractor is responsible to monitor the plan as the work progresses and submit modifications for review as needed.
4) The Contractor shall be responsible to ensure the Project's Engineer and Inspector a copy of the signed plan prior to beginning work.

Demolition Notes:

1) Existing pavement to be removed (HMAC and concrete pavement, curb, sidewalk, driveway aprons, etc.) Shall become property of the contractor and disposed of legally (base bid and alternate bid).
2) Contractor shall keep existing water and wastewater systems in service for the duration of the project while constructing proposed improvements.
3) Contractor shall saw-cut neat line where new pavement adjoins existing pavement to remain. Reference saw-cut notes below:
   a) HMAC paving: saw-cut neat line and place proposed HMAC flush with existing surface at limits.
   b) Curb & gutter: saw-cut neat line and dowel into existing curb & gutter at limits. Contractor to match flowlines.
   c) Driveway and sidewalks: saw-cut neat line and place expansion joint at limits.
4) All existing fences are to remain unless otherwise noted on the drawings. Any damage to fences shall be repaired to equal or better conditions, than that of those that existed just prior to the beginning of construction, at no additional cost to the owner.

Tree Protection Requirements:

1) Prior to construction, the contractor shall mark all trees that are to be protected (as indicated on plans or as directed by Owner) with clearly marked 4' tall orange barricade fence and signage to protect the area under the canopy drip line of any protected tree or group of protected trees. The drip line is the outer extent of any branching and or leaves. At select trees, as shown on the plans or directed by the Owner, the tree protection limits may encroach within the dripline to accommodate construction. Do not exceed 24" ground penetration with support stakes at any location.
2) During construction, the contractor shall:
   a) Prohibit employees and equipment from accessing areas within tree protection limits.
   b) Prohibit cleaning of equipment or storage of materials and disposal of any waste material, including, but not limited to, paint, oil, solvents, asphalt, concrete, mortar, etc., within tree protection limits.
   c) Prohibit attachments or wires of any kind, other than those of a protective nature, to any protected tree.
   d) Prohibit the disturbance of existing ground grades within tree protection limits.
3) If roots are exposed when performing excavations near protected trees, roots shall be cut cleanly at 90-degree angles (no ripping, tearing, or pulling).
4) All trees to be removed shall be marked in the field and reviewed with the engineer and owner prior to removal.
5) Contractor may be financially responsible for trees damaged due to contractor's neglect.
6) When directed by owner, contractor shall trim trees. This work is subsidiary to the applicable items. Remove all limbs to a point 10 feet above natural ground (or 18' above pavement) utilizing the following steps:
   i) Cut 1/3 through bottom of limb 8" to 12" away from main stem or trunk
   ii) Remove limb 4" to 6" beyond the first cut
   iii) Remove stump with a smooth cut so that trace collar of the removed limb protrudes approximately ½" from main stem or trunk.

Paving Construction Notes:

1) Contractor shall protect all existing and or proposed water, wastewater, and storm drain facilities throughout paving operations. Contractor shall replace any facilities damaged during paving operations at no additional cost to the Owner. All manholes and valves falling within pavement area shall be adjusted to finished grade and shall be subsidiary to other bid items.
2) Contractor shall match existing driveway/sidewalk with exposed aggregate finish, if applicable.
3) Contractor shall protect all adjoining pavement during construction. Damages shall be prepared at contractor's expense.
4) Asphalt pavement and/or concrete items shall be saw- cut where existing asphalt pavement or a concrete item is being partially removed. These cuts shall be vertical and made with a saw (1- 1/ 2" deep).
5) At a minimum, pavement repair shall consist of 2" of HMAC and 12" of concrete subgrade If the existing pavement section is found to be thicker, the pavement the repair section shall be increased to match the existing section.
6) Unless noted otherwise, concrete for rip- rap, sidewalks and other miscellaneous site structures and/or site flatwork shall be normal weight and shall attain a minimum 28- day compressive strength of 3,000 psi. Use gray Portland cement conforming to ASTM c 150 Type 1. Minimum cement content shall be 4 sacks per cubic yard. Maximum water cement ratio shall be 0.50. Maximum slump shall be 5 inches. Maximum aggregate size shall be I ½ ". Provide 4 to 6 percent air- entrainment, conforming to ASTM C260. Chemical admixtures shall conform to ASTM C494, type a, d, or e. If flyash is to be used in the concrete mix, it shall be included in the mi x design submittal. The amount of fly ash used shall be no greater than 15 to 20 percent by weight of the specified cement. In no case shall the Portland cement content of the mix be less than 4 sacks per yard. Concrete shall not be placed prior to approval of the concrete mix design by the engineer.
7) Reinforcing steel shall be new domestic deformed billet steel, conforming to ASTM A615, grade 60. Welded wire fabric shall conform to ASTM a185, grade 60 and shall be supplied in flat sheets only, and only used if approved by the applicable governmental entity.
8) The paint for pavement markings shall meet the requirements of FED spec TT-P- 85. The paint may be used with or without reflective media. The painting shall be performed only when all the following conditions are satisfied:
   a) The existing surface is dry and clean
   b) When the atmospheric temperature is 40° F and rising
   c) When the weather is not excessively windy, dusty, or foggy
9) A minimum of 28- days shall elapse between the placement of the asphalt or concrete surface and the application of the pavement paint/ markings. The paint shall not bleed excessively, curl or discolor when applied to asphalt surfaces.

Water Construction Notes:

1) Contractor shall keep existing water main and private service lines in service while constructing proposed water system. Contractor shall construct as much proposed waterline as possible prior to tying into existing main and reconnecting services.
   a) Temporary water services to meters may be required in some locations, and the cost of such shall be subsidiary to the cost of the applicable line work.
   b) Connections made to existing services and existing fire lines will be required to wait until such time that the CIP No. 11D's supporting plant projects are in place and in operation. Owner may elect to suspend the Contract time, till such projects are in full operation. No extra monies shall be paid in the event a suspension of time, to this Contract, occurs.
2) The Contractor is hereby notified that connecting to, shutting down, or termination existing utility lines, may have to occur at off-peak hours. Such hours are usually outside normal working hours and possibly between 12 a.m. and 6 a.m.
3) Pipe material for water mains shall be as required for the project. PVC (AWWA C-900/905, min. class 200), and Ductile Iron (AWWA C-150/151, min. Class 200). Water services (2" or less) shall be polyethylene tubing (200 psi, DR 9).
4) The Contractor shall not operate any existing valves without the approval of the utility's Owner.
5) Contractor shall locate, verify, and protect the working conditions of all existing private service lines, including meters, lines, etc... Contractor shall employ a licensed plumber to perform all reconstruction of the private side of the meter and verify the system is operational. The contractor shall remove, adjust, reinstall, and/or replace service lines, if in direct conflict with proposed construction with the same or better-quality material and appurtenances. Damage to existing service lines shall be restored to equal or better condition which it was found prior to construction. All work shall be subsidiary to other bid items.
6) Line flushing or any activity using a large quantity of water must be scheduled with the Owner.
7) The Contractor, at his expense, shall perform disinfection of all potable water lines constructed and shall provide all equipment (including test gauges), supplies [including concentrated chlorine disinfecting material), and necessary labor required for the disinfection procedure. The disinfection procedure shall be monitored by the Projects Inspector. Water samples will be collected by the Owner/Inspector to verify each treated line has attained an initial chlorine concentration of 50 ppm.
8) At the Contractor's request, and in his presence, samples for bacteriological testing will be collected by the Owner/Inspector no less than 24 hours after the treated line has been flushed of the concentrated chlorine solution and charged with water approved by the Owner. The Contractor shall pay invoices, to cover the fee charged for testing each water sample.
9) Where means of flushing is necessary, the Contractor, at his expense, shall provide flushing devices and remove said devices prior to final acceptance by the Owner.
10) All excess excavated material, not suitable for backfill is to be removed and disposed of by the contractor.
11) All salvaged equipment, if owner desires, shall be remain the property of the owner and shall be delivered to a location of their choosing. Otherwise, it and all pipe, fittings, poles, fencing, electrical boxes, wires, etc... Shall become the property of the contractor, shall be removed from the project, and shall be considered in the bid price, unless otherwise noted. Disposal of equipment shall not be in violation of city, state, or federal laws.
12) Water valve covers, fire hydrants, etc., shall be raised to finished pavement grade at the Contractor's expense. All utility adjustments shall be completed once finish grade has been achieved.
13) All bends and changes in direction on water mains shall be restrained and thrust blocked.
   a) Design Pressures; 80psi.
14) Fire hydrant leads shall be restrained ductile iron pipe (AWWA C-100, min. class 200).
15) All ductile iron pipe and fittings shall be wrapped with minimum 8-mil polyethylene and sealed with tape accepted by the pipe/fitting manufacturer.
16) All water lines shall be completed and in place including all bends, blocks, fittings, services, and appurtenances before pressure testing.
17) Existing fire hydrants, that are to be removed, shall remain the property of the Owner. Contractor shall deliver the hydrants to the location of the Owner's desire (within the 20 miles). Topsoil to be placed to fill voids created.
18) Existing gate valves, that are to be removed and/or abandoned, shall be completely removed if the operation nut is within 18" to top of the ground, topsoil shall be placed to fill void. If the operation nut is deeper than 19" then the contractor shall remove the valve stack and place topsoil to fill void created.
19) Prior to tie-ins, any shutdowns of existing mains of any size must be coordinated with the Owner and Project's Inspector at least one week or more in advance of the shutdown. The Contractor must also provide a sequence of work as related to the tie-ins; this is at no additional cost to the project and it is the responsibility of the Contractor to sequence the work accordingly.
   19)1) This shall include the Contractor excavating the tie-in location to confirm sizes, depths and alighnments so to confirm fittings, materials, and equipment needed to complete work.
20) Contractor shall obtain the necessary fittings required to connect existing and proposed pipelines in a manner that is approved by the fitting/pipeline manufacturers, and at no additional cost to the Owner.
21) In locations where a vertical change in elevation occurs with the utilization of bends, that contractor shall restrain joints for a distance as required by the soil conditions prior to initial fitting, and past last fitting used for the vertical change. The use of restrained joints does not eliminate the need for thrust blocking.
22) If during the construction process additional water services are discovered that are connected to a line that is to be abandoned, the contractor shall notify the Project's Inspector and the Project Engineer for direction on how to proceed with the reconnection of the service.
23) Upright gate valves shall be used unless cover over pipe requires the use of horizontal style gate valves.
24) Contractor shall place valve, vault, and line markers all applicable locations.
   24)1) Line markers are to be installed at location where the pipeline being installed is to cross in and/or out of R.O.W.
   24)2) Valve and vault markers shall be placed at the R.O.W. line nearest to the applicable valve/vault.

Drainage Construction Notes:

1) Prior to final acceptance, all new or existing drainage structures and extensions shall be cleaned by the contractor (subsidiary).
2) Contractor may provide pre-cast or cast-in-place box culverts.
3) Joints between pre-cast concrete box culverts shall be pre-formed flexible joint sealants as described in TxDOT specifications.
4) Place non-erodible material (pneumatically placed concrete, cement stabilized sand, etc.) On channel bottom and side slopes at temporary culvert/storm drain ends to minimize erosion, as directed by owner (subsidiary).
5) Welds are not allowed to splice safety pipe runners; must be one continuous pipe.

Trench Safety Notes:

1) In accordance with the laws of the state of Texas and the U.S. Occupational Safety and Health Administrations Regulations, all trenches over 5 feet in depth in either hard and stable or soft and unstable soil shall be sloped, shored, sheeted, braced or otherwise supported. Furthermore, all trenches less than 5 feet in depth shall also be effectively protected when hazardous ground movement may be expected. Trench safety systems to be utilized for this project shall be provided by the contractor.
2) In accordance with the U.S Occupational Safety and Health Administration regulations, when employees are required to be in trenches 4 feet deep or more, adequate means of exit such as ladder or steps, must be provided and locates so as to require no more than 25 feet of lateral travel.

Storm Water Pollution Prevention Plan (SWPPP)

1) The Contractor shall submit a SWPPP for review. The Plans shall be based upon applicable City, State, and Federal requirements and established standards.
2) The Contractor is responsible to monitor the plan as the work progresses and submit modifications for review as needed.
3) The Contractor is responsible to ensure the Project's Engineer and Inspector has been provided a copy of the signed plans prior to beginning work.
4) The SWPPP Best Management Practices (BMPs) approved must be installed prior to and excavation activities.

Irrigation Revegetation and Slope Stabilization Notes:

1) Contractor shall locate, verify, and protect the working conditions of all existing irrigation systems, including meters, lines, and heads. Contractor shall employ a licensed irrigation installer or plumber to perform all reconstruction of irrigation systems and verify the system is operational. The contractor shall remove, adjust, and reinstall irrigation systems back to good condition; replace irrigation systems, if in direct conflict with proposed construction with the same or better-quality material and appurtenances. Damage to existing irrigation systems shall be restored to equal or better condition which it was found prior to construction. All work shall be subsidiary to other bid items.
2) Provide temporary vegetation and watering as part of contractor's stormwater pollution prevention plan implementation.
3) All disturbed areas shall be permanently revegetated unless the location is utilized as a cultivated field. Payment includes watering necessary to fully establish vegetation. Contractor shall check regularly to verify that coverage is properly established and maintained.
4) Contractor shall be responsible for mowing within project limits throughout construction, as directed by owner (subsidiary).
5) The following guidance shall be used for permanent vegetation and soil stabilization:
   i) At established lawns, place solid block sod matching existing grass type (Bermuda or St. Augustine).
   j) Between back of curb and edge of sidewalk, place solid block sod (Bermuda).
   k) Roadway side slopes (non-ditch areas):
   i) If steeper than 6: 1, place soil retention blanket (spray-on application allowed) and Bermuda seed.
   ii) If 6: 1 or flatter, place Bermuda seed.
   d) Ditch channel side slopes:
   i) Place Bermuda seed in all disturbed areas.
   ii) If shown on plans, place flexible channel liner.
   iii) For all other locations:
      (1) If steeper than 6: 1, place soil retention blanket (non-spray application) and Bermuda seed.
      (2) If 6: 1 or flatter, place Bermuda seed.
   e) All soil retention blanket shall be class 1 type a per TxDOT item 169.
   f) All flexible channel liner shall be class 2 type g per TxDOT item 169.
6) For broadcast seed rate, refer to specifications
7) Broadcast seed shall immediately be watered with a minimum of 5 gallons of water per square yard, then weekly at a minimum rate of 10 gallons per square yard. Until the grass in uniformly 1 inch in height. Sod shall immediately be watered with a minimum of 5 gallons of water per square yard, then weekly at a minimum rate of 6 gallons per square yard weekly until the grass in uniformly 2 inches in height. When allowed by engineer, watering may be postponed for one week when rainfall of 1 inch or greater occurs on the site. Do not cause damage by over watering.
8) Prior to placing block sod, contractor shall blade and rake smooth topsoil. Sod shall not be placed such that it impedes drainage runoff.

Special Notes:

1) Owner shall be responsible for materials testing in accordance with applicable specifications. Contractor shall coordinate testing with owner and testing agency. Contractor shall bear the cost for re-tests due to failing tests.
2) Stockpile all topsoil removed from project separate from other cut/fill materials. Utilize stockpiled topsoil to finalize grades in disturbed areas.
3) Contractor shall keep drainage structures and ditches free from obstructions during times when weather conditions require its use to convey runoff.
   a) Contractor shall verify that temporary of final grading shall not adversely affect surrounding/adjoining properties.
4) Excavation in existing driveways shall be backfilled and repaired to existing condition.
5) Contractor shall shape embedment material to accommodate the belled joints of pipes to insure support throughout their lengths. Belled joints shall have a minimum of 2" of fill beneath them.
6) If excavated material is not acceptable to the engineer for backfill, the contractor shall provide select import material as required. All backfill material is subsidiary to the price of pipe in place.
7) Max joint/fitting deflections allowed shall be half the Manufacturer's recommended maximum.
8) Contractor shall adjust, repair, or reconstruct residential services (not already specifically called on the plans) as necessary. Payment shall be subsidiary to installation of pipeline & not an additional pay item.
9) When construction of the pipeline is completed and at the time that pressure testing and bacteriological testing is required, the time of the project may be suspended to allow the time for the associated pumps station projects to complete so that the pipelines within this project can be filled with water from those associated pump station projects. No additional monies will be paid to the Contractor for this suspension of time.

Construction Sequencing:

1) Mobilization.
2) Temporary traffic control.
3) Storm water pollution prevention plan and implementation.
4) Clearing and stripping of the work corridor to limits indicated on the plans.
5) Exploratory excavation of existing pipe.
6) Connection of the new water line pipe to the existing water line at the beginning
7) Installation of pipe along the Projects pathway, utilizing both the private easement and County/State ROW. Along with the installation of water transmission line appurtenances including valves, fittings, restrained joints, thrust and anchor blocks, polyvinyl wrapping, air/ vacuum release valves and vaults, blow- off/ flush valve assemblies and vaults, flush hydrants, pipe markers, tracing wire, detection tape, and driveway and county road repairs.
8) Trench safety, excavation, bedding and backfill.
9) Fence repair and access gate installation.
10) Seeding of disturbed acreage.

REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2020 - CR 366 UTILITY IMPROVEMENTS

GENERAL NOTES

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

STATE OF TEXAS · MILES W. WHITNEY · 127344 · LICENSED PROFESSIONAL ENGINEER

APPROVED:

DATE: 7/5/22

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
PH: 254-744-3439

SHEET 428

		Sheet Number						
Item No.	Item Description	1	2	3	4	5	6	Project Totals
1	8" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	567	284					851
2	8" C-900, DR-18 PVC Restrained Joint Pipe; w/ Tracer Wire; Installed	3	89					92
3	4" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed		63		238	325	224	850
4	4" C-900, DR-18 PVC Restrained Joint Pipe; w/ Tracer Wire; Installed	9	21	112	83	43	30	298
5	16" Steel Enc. Pipe, Bore with 8" C-900, DR-18 RJ Carrier Pipe; Installed		140					140
6	8" Steel Enc. Pipe, Open Cut with 4" C-900, DR-18 RJ Carrier Pipe; Installed				280	79		359
7	8" Steel Enc. Pipe, Bored with 4" C-900, DR-18 RJ Carrier Pipe; Installed		50		42	253	71	416
8	Concrete Encased 8" Steel Enc. Pipe, Open Cut with 4" C-905, DR-18 RJ Carrier Pipe; Installed			65				65
9	4" Steel Enc. Pipe, Bored with Sertvice Line; Installed			135				135
10	1" HDPE SDR-9 Service Line; Installed			42				42
11	8" Gate Valve, Box, and Marker; Installed	1	3					4
12	4" Gate Valve, Box, and Marker; Installed		1	2	2	1	2	8
13	Connect New 4" to Existing 2"; Installed	1	2	2				5
14	Connect New 4" to Existing 1.5"; Installed				1		1	2
15	Connect New 4" to Exisitng 1"; Installed					1		1
16	Relocation of Existing Single Meter and Reconnection of Service Line; Installed		1	1		2		4
17	Cap Existing 1.5" Waterline; Installed						1	1
18	Cap Existing 2" Waterline; Installed	1	2	2				5
19	Install New Flush Valve Assembly; Installed		1				1	2
20	Saw Cut and Remove and Replace Reinforced Concrete Driveway					38		38
21	Compacted Gravel Drive Replacement					74		74
22	Trench Safety	567	347	107	518	404	224	2,167
23	Storm Water Pollution Prevention Plan Design and Implementation							1
24	Traffic Control Plan Development and Implementation							1
25	Mobilization (Not to Exceed 10% of Total Project Bid)							1

REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2020 - CR 366 UTILITY IMPROVEMENTS

TAKE OFF

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

STATE OF TEXAS
MILES W. WHITNEY
115144
LICENSED PROFESSIONAL ENGINEER

APPROVED:

DATE:
7/5/22

AYOTE CONSULTING, LLC
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P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 429

EXISTING LEGEND

	EDGE OF ROAD	○	FENCE POST
E E	OVERHEAD LINE	Ⓦ	WELL
	DIRT ROAD	⊥	MARKER
CB	UNDERGROUND CABLE	C.O.	CLEAN OUT
W W	WATERLINE	Ⓦ	WATER METER
	FENCE		WATER VALVE
FO FO	FIBER OPTIC CABLE		BOLLARD
G G	PETROLEUM LINE		GUARD RAIL POST
G G	GAS LINE	Ⓥ	VENT
T T	TELEPHONE LINE	Ⓓ	STORM MANHOLE
	WATERLINE EASEMENT	Ⓢ	SEWER MANHOLE
	SIGN		FIRE HYDRANT
	POWER POLE		WATER VAULT
	GUY		BORE LOCATION
		T	TELEPHONE
		ELEC	ELECTRIC STRUCTURE

PROPOSED LEGEND

A-1+00	WATERLINE W/ STATIONING
A-45+00	CASING W/ CARRIER PIPE
	TEMPORARY CONSTRUCTION EASEMENT (TCE)
SF SF SF SF SF	SILT FENCE
	BLOW OFF/FLUSH VALVE ASSEMBLY
	AIR/VACUUM RELIEF ASSEMBLY
	GATE VALVE
	BUTTERFLY VALVE
	FIRE HYDRANT
	WATERLINE MARKER

REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2020 - CR 366 UTILITY IMPROVEMENTS

KEY MAP

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

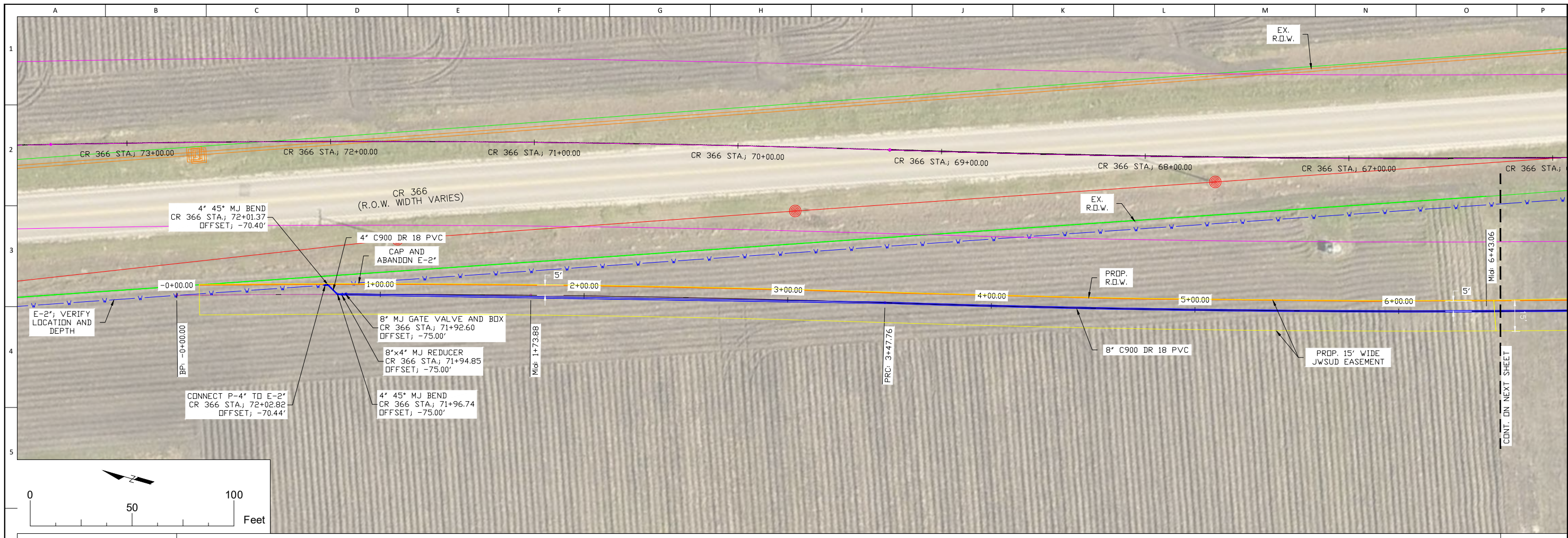
STATE OF TEXAS
MILES W. WHITNEY
115134
LICENSED
PROFESSIONAL
ENGINEER

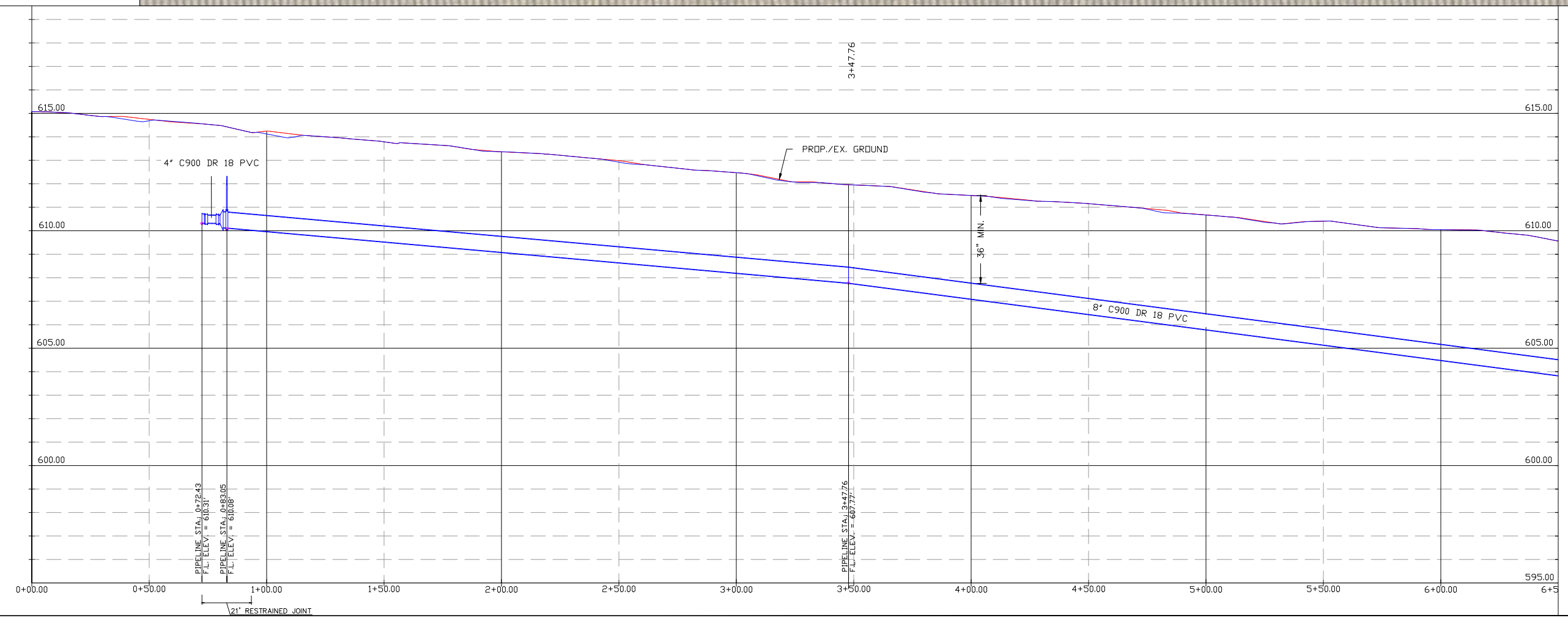
APPROVED:

DATE:
7/5/22

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
Ph. 254-744-3439

SHEET 430





REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2020 - CR 366 UTILITY IMPROVEMENTS

WATERLINE; STA. 0+00 TO 6+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

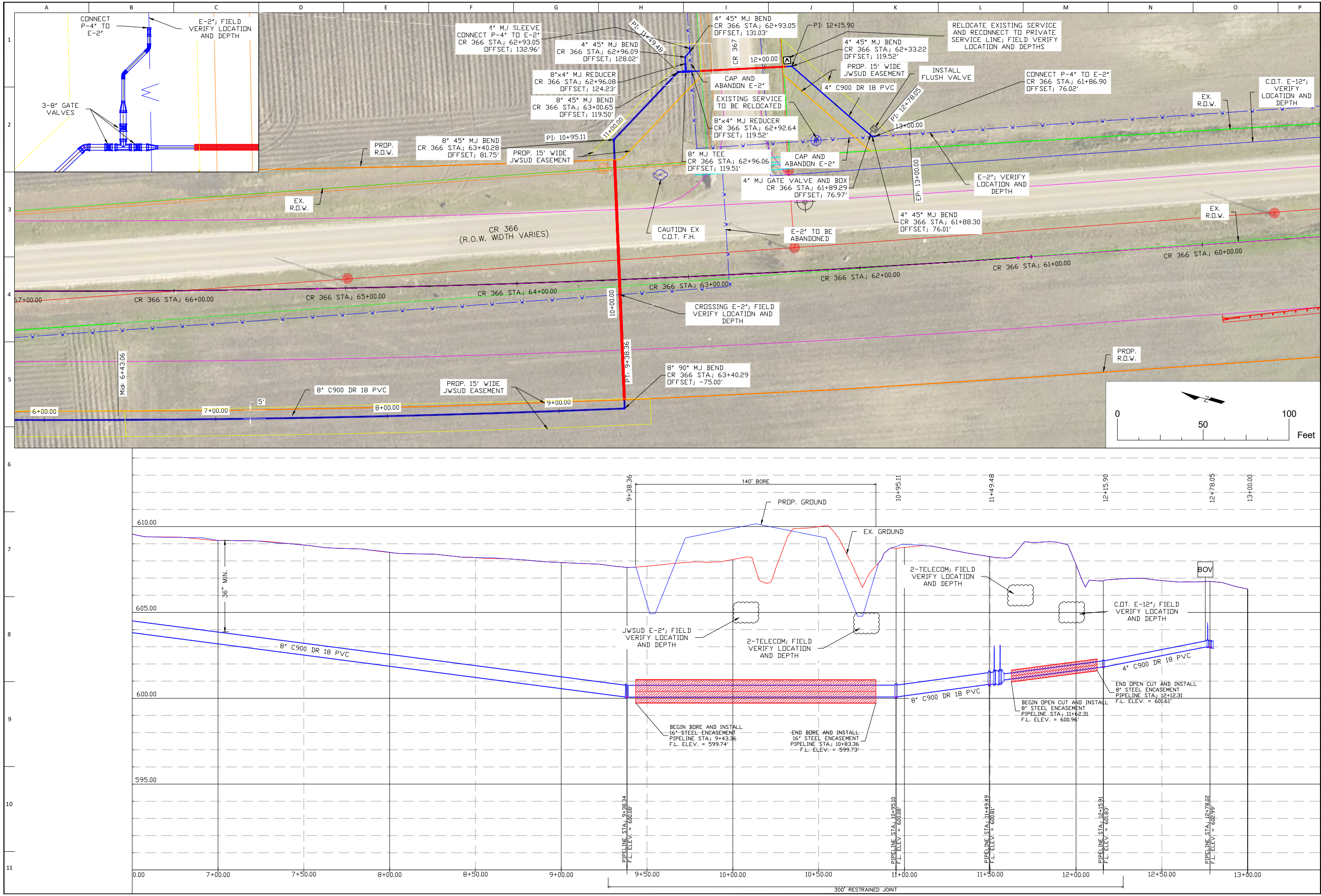
STATE OF TEXAS
MILES W. WHITNEY
127154
LICENSED PROFESSIONAL ENGINEER

APPROVED:

DATE:
7/5/22

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
PH. 254-744-3439

SHEET 431



REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2020 - CR 366 UTILITY IMPROVEMENTS

WATERLINE; STA. 6+50 TO 13+00

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

APPROVED:

DATE: 7/5/22

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
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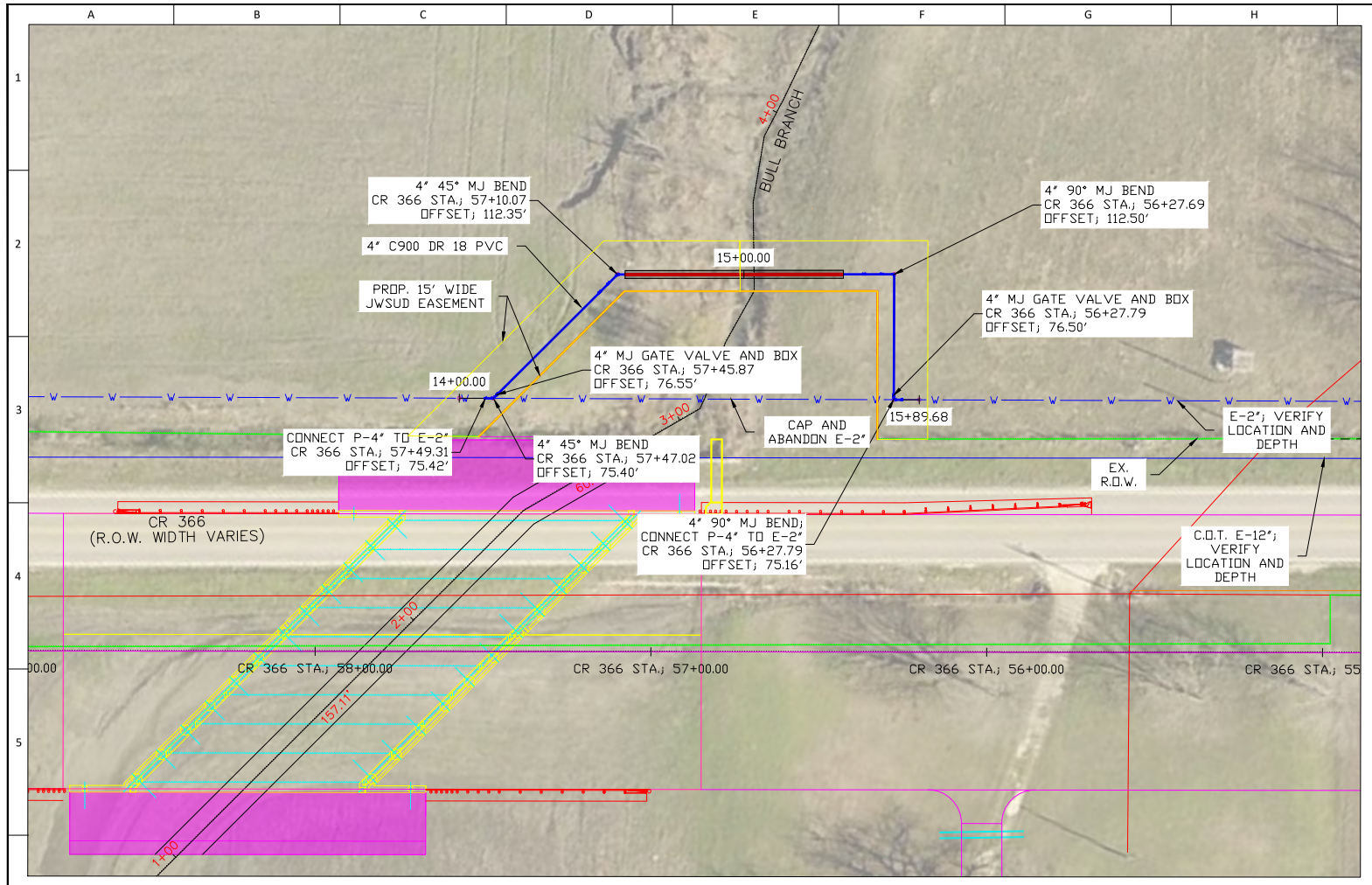
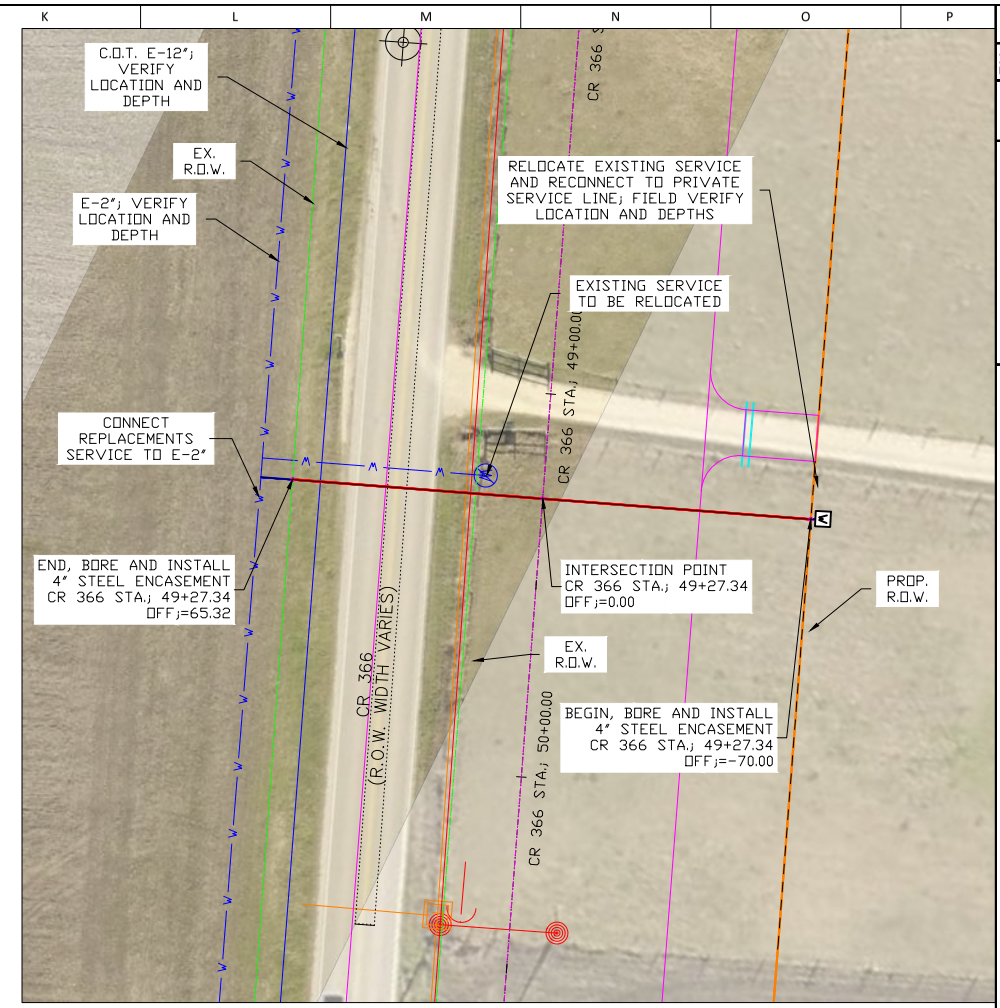
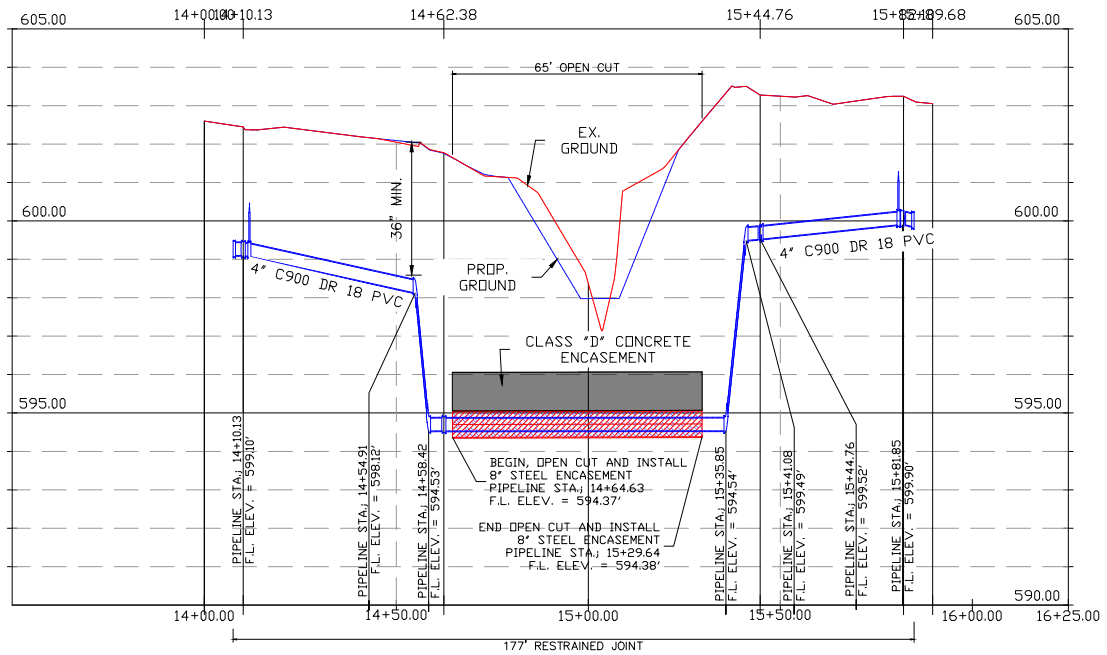
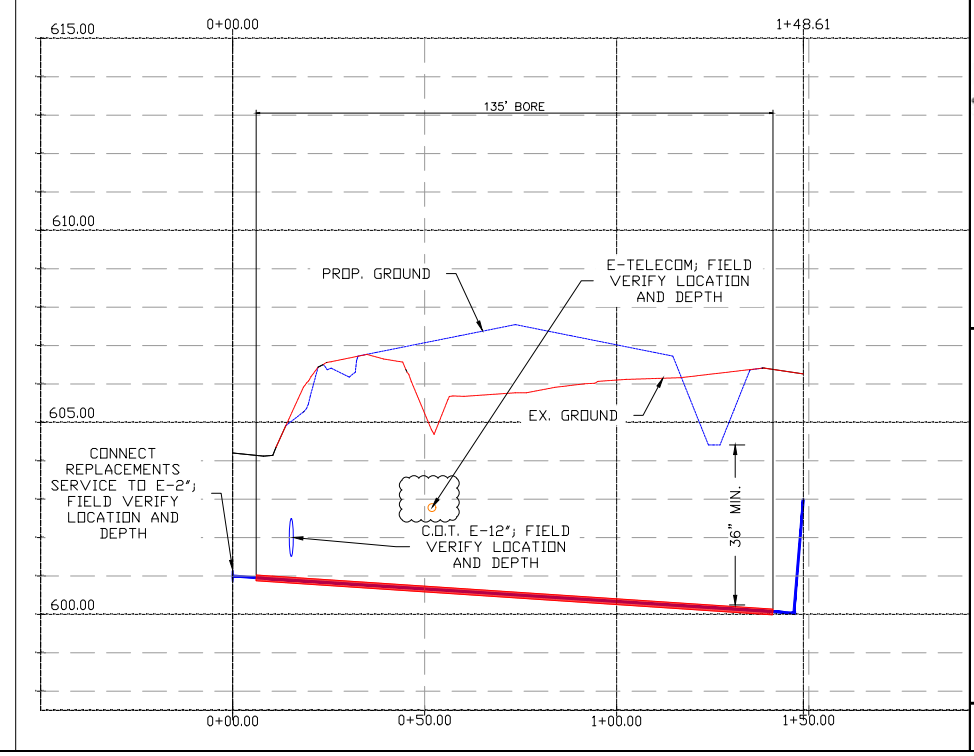
SHEET 432









REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2020 - CR 366 UTILITY IMPROVEMENTS

SERVICE CROSSING; CR 366 STA. 49+27

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

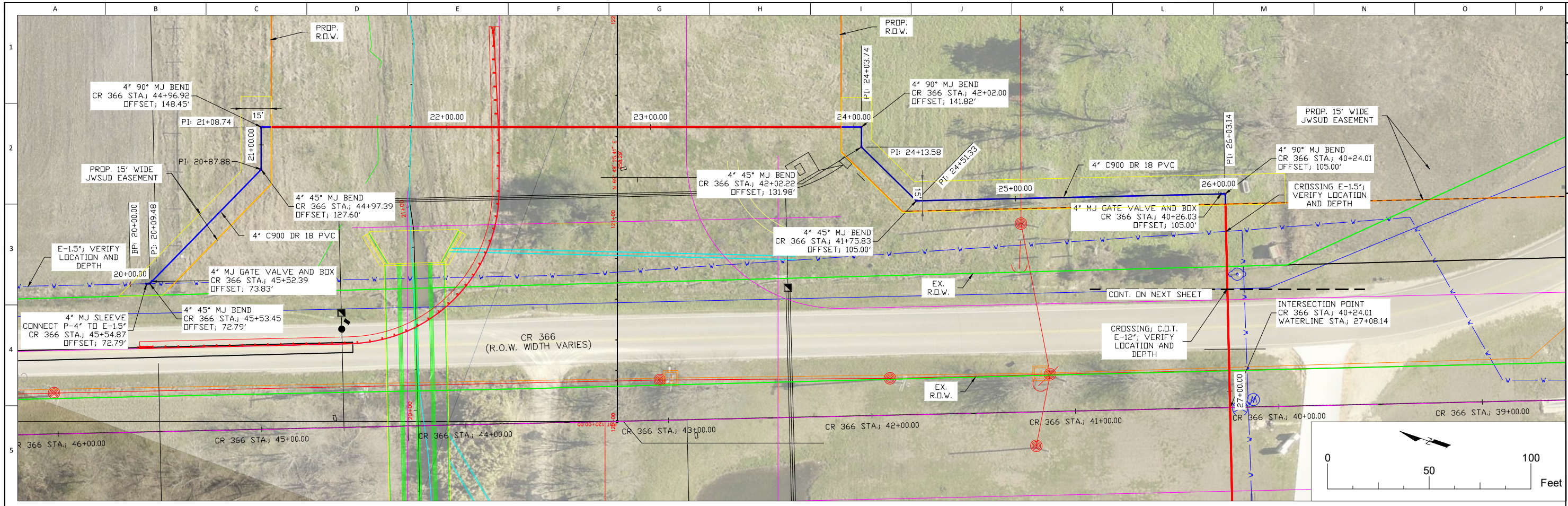
STATE OF TEXAS
MILES W. WHITNEY
115154
REGISTERED
PROFESSIONAL
ENGINEER

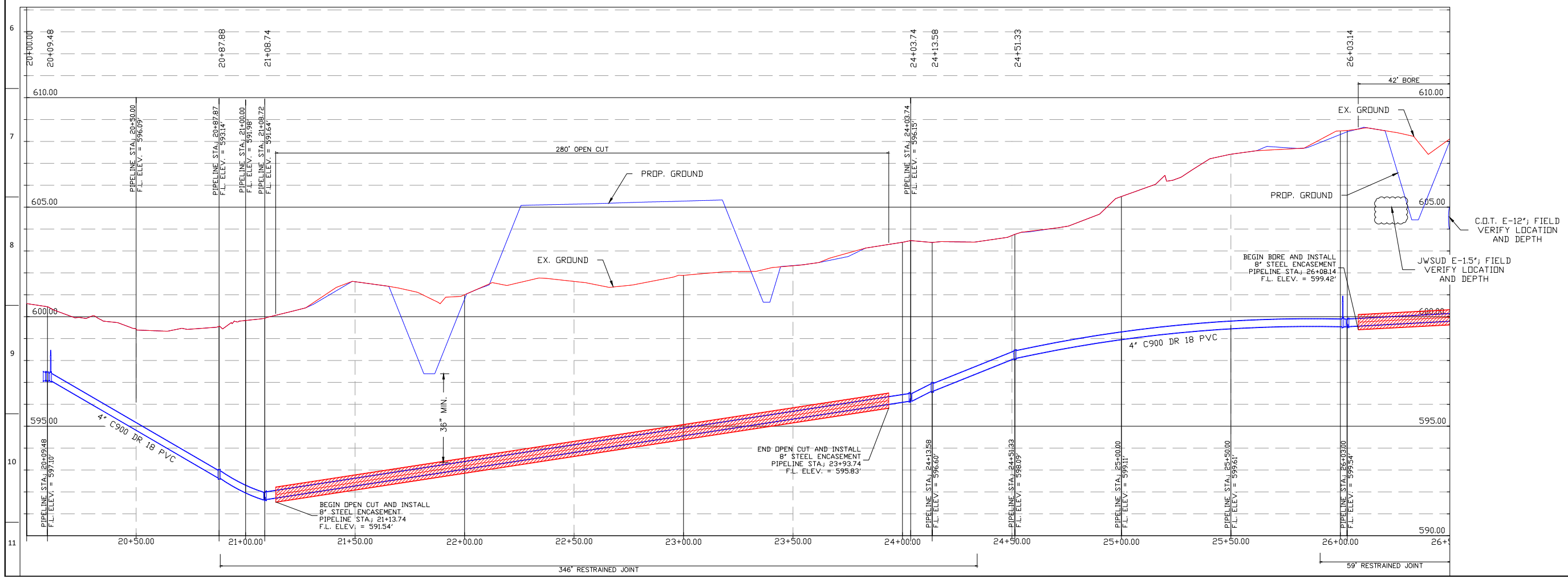
APPROVED:

DATE:
7/5/22

COYOTE ENGINEERING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 4 OF 33





JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2020 - CR 366 UTILITY IMPROVEMENTS

WATERLINE; STA. 20+00 TO 26+50

REVISION DESCRIPTION	DATE	BY	CKD

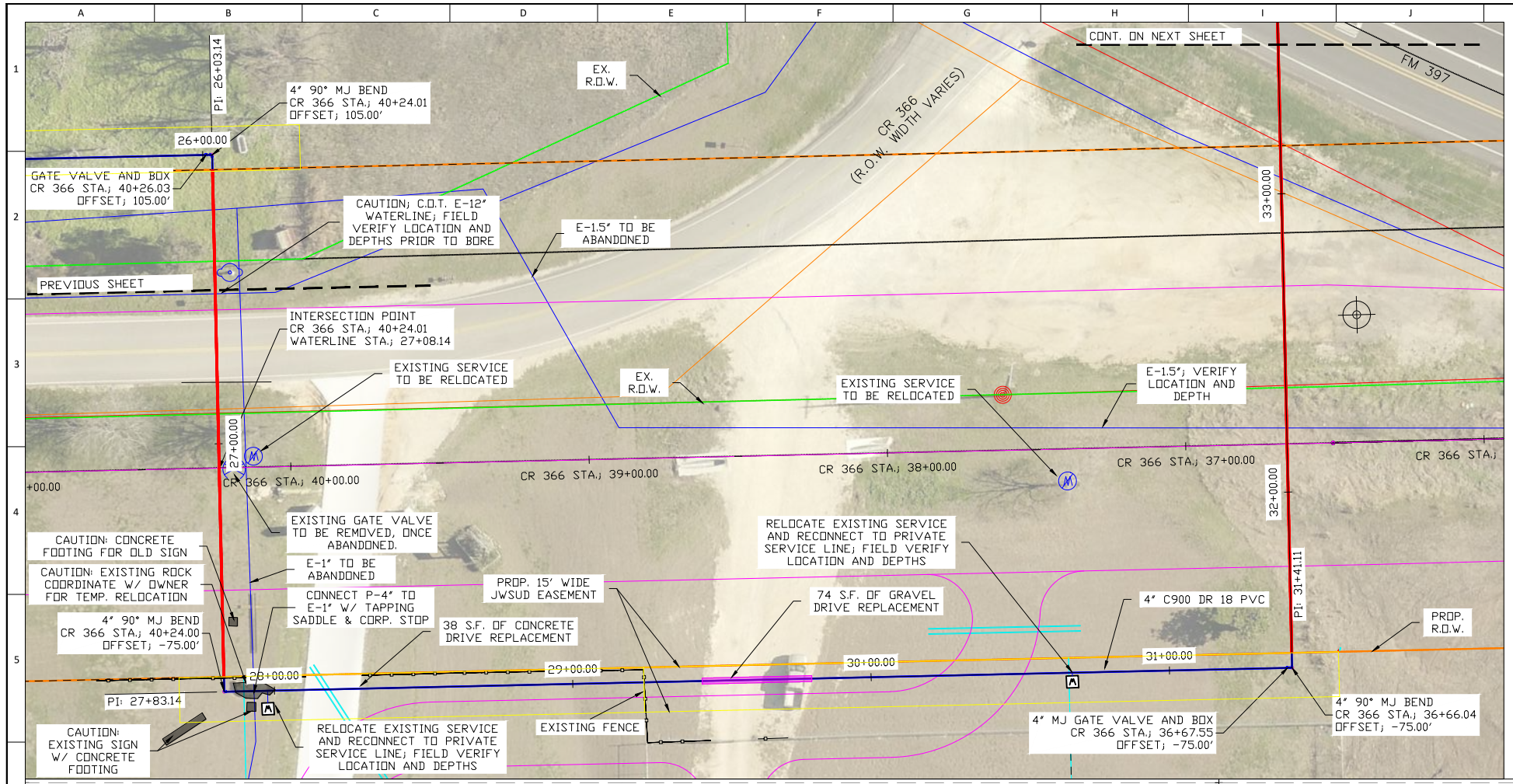
DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

APPROVED:

DATE:
7/5/22

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 434



REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

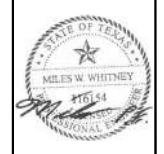
WILLIAMSON COUNTY, TEXAS

2020 - CR 366 UTILITY IMPROVEMENTS

WATERLINE; STA. 26+50 TO 33+50

DESIGN: MWW
DRAWN: MWW
CKD: MWW

SEAL:

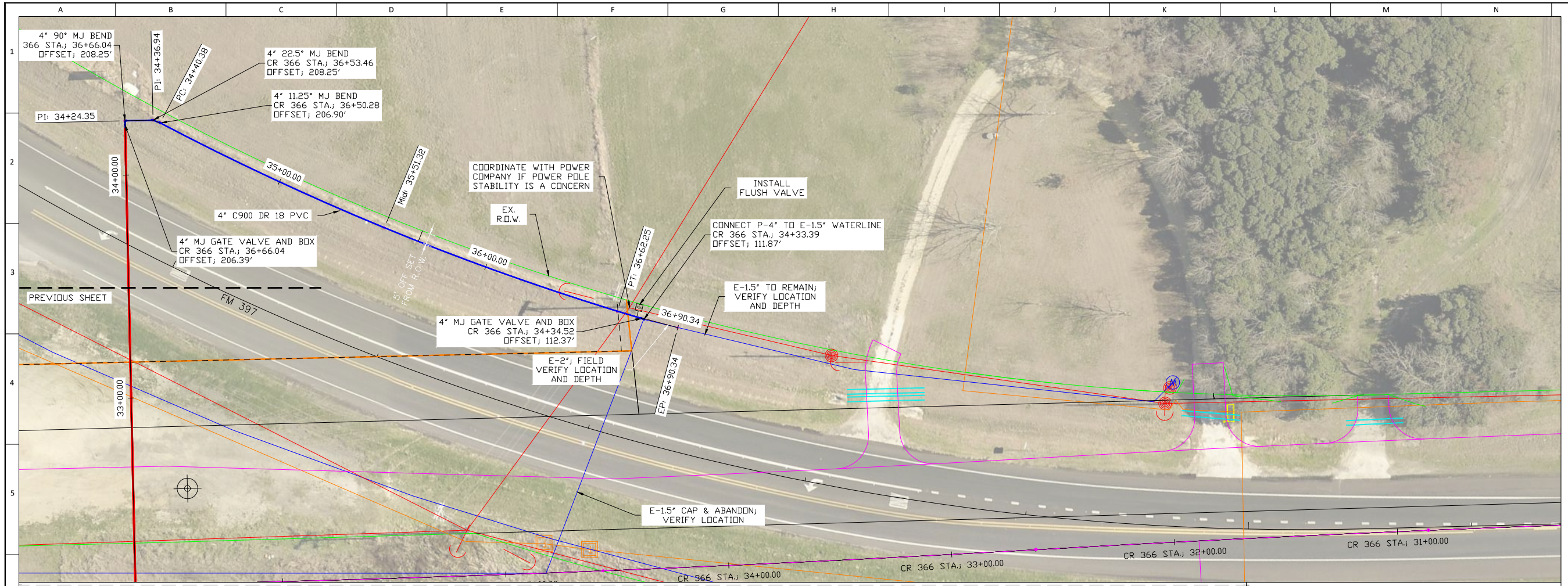


APPROVED:

DATE:
7/5/22

COYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 435



REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2020 - CR 366 UTILITY IMPROVEMENTS

WATERLINE; STA. 33+50 TO 36+90

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

STATE OF TEXAS
MILES W. WHITNEY
116154
REGISTERED
PROFESSIONAL
ENGINEER

APPROVED:

DATE:
7/5/22

COYOTE CONSULTING, LLC
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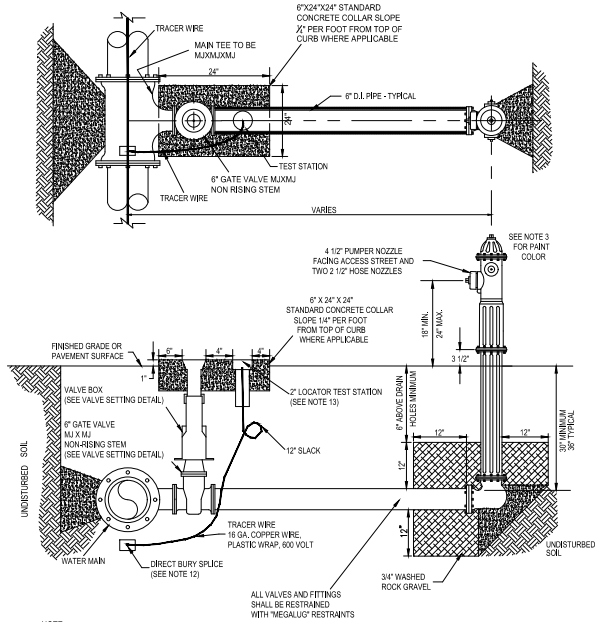
P.O. Box 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 436



NOTE:
1. FIRE HYDRANT SHALL BE INSTALLED ON SAME SIDE OF ROAD AS WATER MAIN.
2. FIRE HYDRANT SHALL BE INSTALLED PLUMB AND TRUE.
3. ALL FIRE HYDRANT EXTERIORS SHALL BE FACTORY PRIMED AND PAINTED RED USING A HIGH GRADE ENAMEL.
4. HEEL AND THRUST BLOCKS TO REST IN UNDISTURBED SOIL.
5. THE ONLY FIRE HYDRANTS ACCEPTABLE ARE:
   5.1. AMERICAN DARLING - B84B
   5.2. CLOW
   5.3. KENNEDY - K81A
   5.4. EAST JORDAN IRON WORKS - 5CD250 HYDRANT
6. DOUBLE BLUE REFLECTOR "HYE-LITES" BRAND, MANUFACTURED BY PAVEMENT MARKERS INC. TO BE INSTALLED AT 1' OFFSET FROM CENTER OF STREET TOWARDS AND PERPENDICULAR TO HYDRANT.
7. TEST STATION SHALL BE HANDLEY INDUSTRIES INC. - 2 INCH CATHODIC TEST STATIONS OR APPROVED EQUAL.
8. THE 15" ABS PLASTIC BOX SHALL BE A FLANGED TOP FOR INSTALLATION AT GROUND LEVEL.
9. ALL TERMINALS ARE TO BE MADE OF SOLID BRASS.
10. PLASTIC LIDS SHALL BE COLOR BLUE AND MARKED "WATER".
11. TEST TERMINALS ARE TO BE INCORPORATED WITH HANDLEY VALVE BOXES.
12. BURY SPLICE SHALL BE 3M DIRECT BURY SPLICE (DBR) OR APPROVED EQUAL.
13. TEST STATIONS SHALL BE INSTALLED AT EACH FIRE HYDRANT LOCATION, AND LINE GATE VALVES, ONLY ONE TEST STATION IS REQUIRED AT A VALVE CLUSTER OF TWO OR MORE.
14. HYDRANT SHALL BE GREASED WITH FOOD GRADE APPROVED LUBRICANT.
15. WHERE NECESSARY, SWIVEL-LOCK PIPING CAN BE USED BETWEEN TEE AND VALVE, OR VALVE AND HYDRANT.

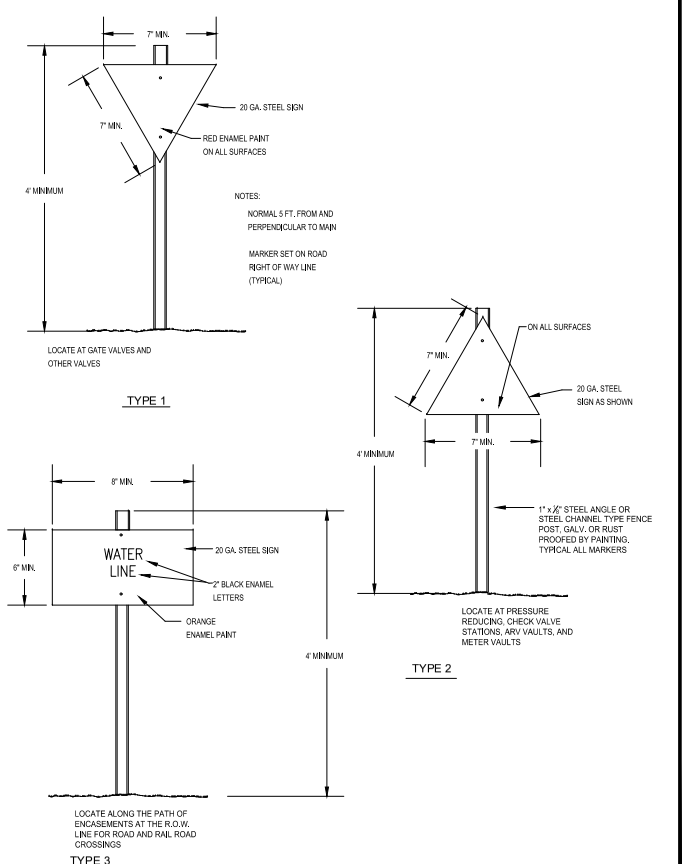
REVISION NOTE: SEPTEMBER 27, 2017

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

DRAWING NAME: W02

TYPICAL FIRE HYDRANT, TRACER WIRE, AND TEST STATION DETAIL

SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.



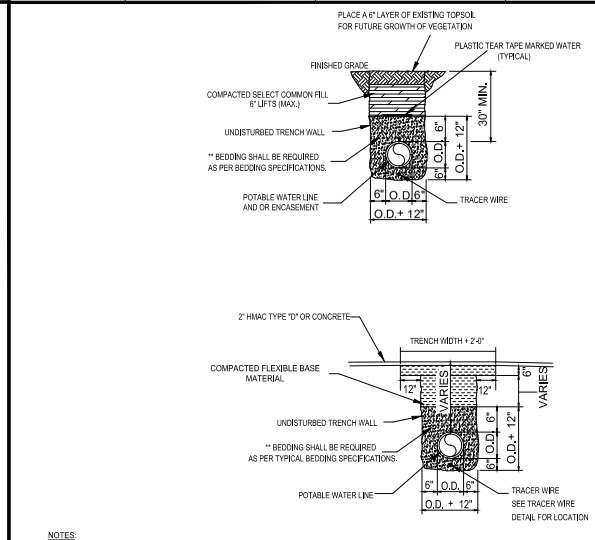
REVISION NOTE: APRIL 3, 2014

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

DRAWING NAME: W03

MARKERS:
TYPE 1, 2, & 3

SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: APPROVED BY:



NOTES:
1. REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE.
2. FLEXIBLE BASE MATERIAL TYPE B (TYPICAL), SHALL BE PLACED IN MULTIPLE LIFTS NOT TO EXCEED 6". EACH LAYER SHALL BE THOROUGHLY ROLLED OR TAMPED TO SPECIFIED MAXIMUM DENSITY. VERIFY BASE MATERIAL WITH APPLICABLE CITY OR COUNTY SPECIFICATIONS.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
4. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
5. DENSITY TESTS SHALL BE TAKEN IN ACCORDANCE WITH APPLICABLE CITY OR COUNTY SPECIFICATIONS.
6. CONTRACTOR OR ENGINEER MAY USE FLOWABLE BACKFILL AS AN ALTERNATE BACKFILL MATERIAL IF PERMITTED BY CITY OR COUNTY (SEE APPLICABLE CITY OR COUNTY FLOWABLE BACKFILL SPECIFICATION).

** TYPICAL BEDDING SPECIFICATIONS:

SIEVE SIZE	3/8" F % RETAINED
1/2"	0
3/8"	0-2
4m	40-85
10m	95-100
3/4"	-

1/2" D % RETAINED	WASHED GRAVEL % RETAINED
0	0
5-25	-
80-100	-
96-100	-
-	100

NOTE:
BURIED PIPING SHALL HAVE THE FOLLOWING LISTED MINIMUM COVER:
12" AND SMALLER - 30" MINIMUM COVER
14" THRU 24" - 48" MINIMUM COVER

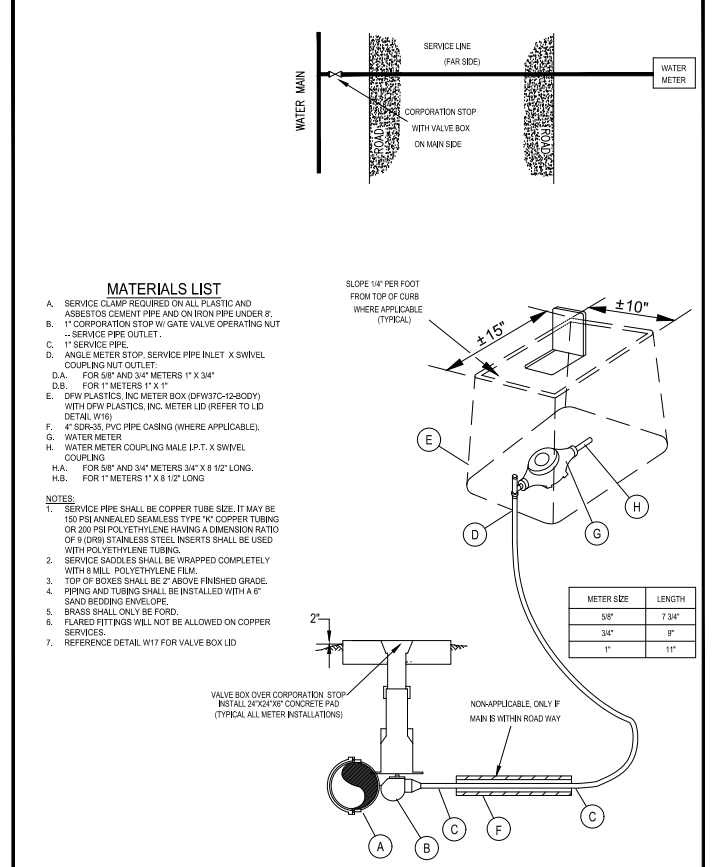
REVISION NOTE:

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

DRAWING NAME: MODIFIED W04

16" AND SMALLER WATER MAIN, TRENCH & EMBEDMENT DETAIL

SCALE: N.T.S. DATE: 1/8/21
DRAWN BY: M.W.W. APPROVED BY: M.W.W.



MATERIALS LIST

A. SERVICE CLAMP REQUIRED ON ALL PLASTIC AND ASSBESTOS CEMENT PIPE AND ON IRON PIPE UNDER 8".
B. 1" CORPORATION STOP W/ GATE VALVE OPERATING NUT = SERVICE PIPE OUTLET.
C. 1" SERVICE PIPE.
D. ANGLE METER STOP, SERVICE PIPE INLET X SWIVEL COUPLING NUT OUTLET.
   D.A. FOR 5/8" AND 3/4" METERS 1" X 3/4"
   D.B. FOR 1" METERS 1" X 1"
E. DFW PLASTICS, INC METER BOX (DFW37C-12-B-BODY) WITH DFW PLASTICS, INC. METER LID (REFER TO LID DETAIL W16)
F. 4" SCH-80, PVC PIPE CASING (WHERE APPLICABLE).
G. WATER METER
H. WATER METER COUPLING MALE I.P.T. X SWIVEL COUPLING
   H.A. FOR 5/8" AND 3/4" METERS 3/4" X 8 1/2" LONG.
   H.B. FOR 1" METERS 1" X 8 1/2" LONG

NOTES:
1. SERVICE PIPE SHALL BE COPPER TUBE SIZE, IT MAY BE 150 PSI ANNEALED SEAMLESS TYPE "K" COPPER TUBING OR 200 PSI POLYETHYLENE HAVING A DIMENSION RATIO OF 9 (DR9) STAINLESS STEEL INSERTS SHALL BE USED WITH POLYETHYLENE TUBING.
2. SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 6 MILL. POLYETHYLENE FILM.
3. TOP OF BOXES SHALL BE 2" ABOVE FINISHED GRADE.
4. PIPING AND TUBING SHALL BE INSTALLED WITH A 6" SAND BEDDING ENVELOPE.
5. BRASS SHALL ONLY BE FORD.
6. FLARED FITTINGS WILL NOT BE ALLOWED ON COPPER SERVICES.
7. REFERENCE DETAIL W17 FOR VALVE BOX LID

METER SIZE	LENGTH
5/8"	7 3/4"
3/4"	9"
1"	11"

REVISION NOTE: 3/17/2020

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

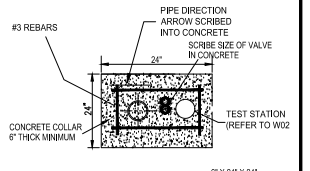
DRAWING NAME: W05

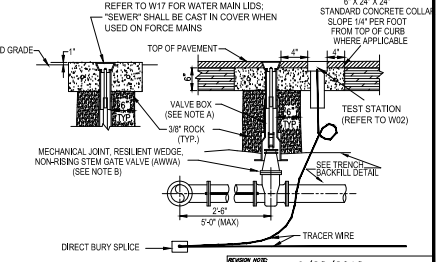
STANDARD INSTALLATION DETAIL FOR ONE 3/4", 2", OR 1" METERS

SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: M.W.W. APPROVED BY: W.E.A.

NOTES:
1. REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE.
2. BASE MATERIAL SHALL BE PLACED IN TWO OR THREE LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 95% MAXIMUM DENSITY.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
4. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
5. A MINIMUM OF TWO DENSITY TESTS SHALL BE TAKEN FOR EACH SIX (6) INCH LIFT OF SUBGRADE AND EACH OPEN CUT CROSSING WHEN THE SPECIFIED COMPACTED BASE IS GREATER THAN SIX AND ONE-HALF (6 1/2") INCHES THE BASE SHALL BE CONSTRUCTED IN TWO OR MORE COURSES. PROCTORS FOR MATERIALS USED IN BACKFILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TEST SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OF THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "TxDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AT THE TIME THE PERMIT WAS ISSUED. ALL DENSITY TESTS SHALL BE COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO JWSUD. BACKFILL COMPACTION SHALL BE A MINIMUM OF 95% MAXIMUM DENSITY PER AASHTO T-180 SPECIFICATIONS.
6. THESE SPECIFICATIONS MAY BE SUPERSEDED BY THE GOVERNING AGENCY.
7. SELECT MATERIAL TYPE II:
   7.1. TxDOT TYPE A - GRADE 2 OR BETTER CRUSHED LIMESTONE BASE COMPACTED TO 98% OF ASTM D-698 AT OPTIMUM MOISTURE. PROCTOR TO BE PROVIDED BY THE CONTRACTOR TO THE S.U.D. INSPECTOR.

NOTES:
A. VALVE BOX SHALL BE EAST JORDAN IRON WORKS SERIES 8550 TWO PIECE SCREW TYPE OR APPROVED EQUAL HAVING AN ADJUSTABLE RANGE OF +/- 6 INCHES FROM INSTALLED FINISH GRADE.
B. 2. ACCEPTABLE GATE VALVES ARE:
   B.1. AMERICAN FLOW CONTROL - SERIES 2500
   B.2. MUELLER - 2360 SERIES
   B.3. EAST JORDAN IRONWORKS
   B.4. CLOW
C. FOR IN LINE VALVES, USE MECHAMICAL JOINT WITH "MEGALUG" RESTRAINTS (OR APPROVED EQUAL) ON EACH SIDE OF VALVE.
D. IF THE TOP OF THE VALVE OPERATING NUT IS MORE THAN 3 FT. BELOW THE FINISHED SURFACE, A OPERATING STEM EXTENSION SHALL BE INSTALLED TO BRING THE OPERATING NUT TO WITHIN 3 FT. OF THE FINISHED SURFACE.
E. VALVE OPERATING NUTS MORE THAN 3 FT. BELOW THE GROUND SURFACE ELEVATION SHALL BE EXTENDED TO BE 2 FT. BELOW GROUND.
F. REFER TO DETAIL W02 FOR TEST STATION REQUIREMENTS.
G. REFER TO DETAIL W09 FOR THRUST BLOCKING AND JOINT RESTRAINT REQUIREMENTS.





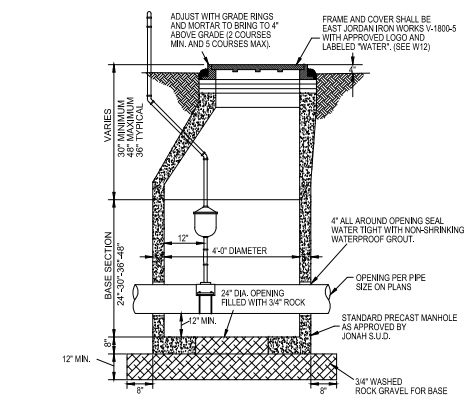
REVISION NOTE: 9/28/2018

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

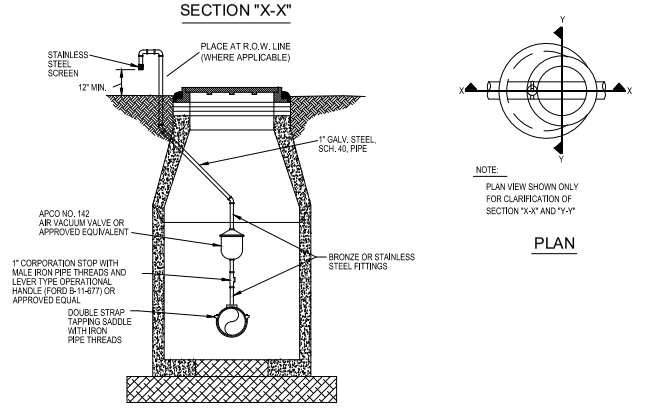
DRAWING NAME: W07

TYPICAL VALVE SETTING

SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: APPROVED BY:



SECTION "X-X"



SECTION "Y-Y"

NOTE:
PLAN VIEW SHOWN ONLY FOR CLARIFICATION OF SECTION "X-X" AND "Y-Y"

PLAN

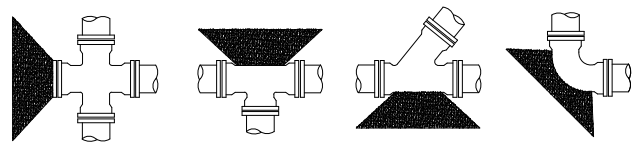
REVISION NOTE:

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

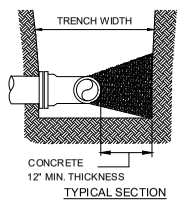
DRAWING NAME: MODIFIED W08

18" AND SMALLER WATER MAIN; STANDARD AIR RELEASE VALVE FOR WATER MAIN DETAIL

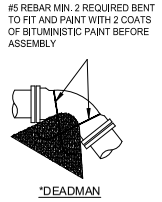
SCALE: N.T.S. DATE: 1/8/21
DRAWN BY: APPROVED BY:



ALL THRUST BLOCKING SHALL BE FORMED. LAID FORMS SHALL BE INSPECTED BY JWSUD PRIOR TO THE POURING OF CONCRETE AND SHALL ALSO BE INSPECTED BY JWSUD PRIOR TO COVERING. TYPICAL LOCATIONS WHICH REQUIRE CONCRETE REACTION (THRUST) BLOCKS, FOR PRESSURE MAINS TWO INCHES (2") AND GREATER, CONCRETE SHALL HAVE 2500 P.S.I. MINIMUM STRENGTH AT TWENTY EIGHT (28) DAYS AND BEAR AGAINST UNDISTURBED STABLE SOILS, AREA OF CONTACT SHALL BE GOVERNED BY PIPE SIZE, MAXIMUM PRESSURE IN PIPE AND BEARING CAPACITY OF SOIL. PROTECT FITTINGS, BOLTS, ETC. BY COVERING WITH VISQUEEN OR OTHER ACCEPTABLE MATERIAL CONCRETE SHALL BE A MINIMUM OF TWELVE INCHES (12") THICK.



TYPICAL SECTION



*DEADMAN

PIPE SIZE	THRUST BLOCK AREA REQUIRED	PIPE SIZE	THRUST BLOCK AREA REQUIRED	REMARKS
4"	2.0 SQ. FT.	18"	30.0 SQ. FT.	VALUES ARE FOR 90 BENDS, BASED ON 2000 P.S.F. SAFE BEARING LOAD AND PIPE PRESSURE OF 150 P.S.I. PLUS 33% SAFETY FACTOR FOR OTHER SOILS AND PRESSURES, THE AREA REQUIRED IS IN DIRECT PROPORTION.
6"	4.0 SQ. FT.	20"	37.0 SQ. FT.	
8"	6.6 SQ. FT.	24"	53.0 SQ. FT.	
10"	10.0 SQ. FT.	27"	80.0 SQ. FT.	
12"	14.0 SQ. FT.	30"	98.0 SQ. FT.	
14"	18.0 SQ. FT.	36"	127.0 SQ. FT.	
16"	24.0 SQ. FT.			

*THE ENGINEER OF RECORD SHALL CALCULATE THE SIZE OF THE DEADMAN REQUIRED AS WELL AS ANY INSTALLATION WHICH IS NOT COVERED BY THE ABOVE.

NOTE:
- ALL 3" AND LARGER ELLS, TEES AND BENDS SHALL BE MJ DUCTILE IRON FITTINGS WITH "MEGALUG" OR APPROVED EQUAL JOINT RESTRAINTS - CONCRETE THRUST BLOCKING AS SHOWN IN THE ABOVE TABLE SHALL BE INSTALLED. JOINT RESTRAINTS SHALL ALSO BE USED FOR ANY PIPE LENGTH LESS THAN ONE FULL PIPE JOINT AWAY FROM EACH M.J. FITTING.
- ALL 2-1/2" AND SMALLER CAPS, ELLS, TEES AND 45° BENDS SHALL BE HARCO PUSH-ON DUCTILE IRON FITTINGS WITH KNUCKLE JOINT RESTRAINT OR APPROVED EQUAL - CONCRETE THRUST BLOCKING AS SHOWN IN THE ABOVE TABLE SHALL BE INSTALLED.
- OTHER THRUST BLOCKING DIMENSIONS ACCEPTED IF DESIGNED BY LICENSED ENGINEER.
- REFER TO ATHER PROJECT ERELATED THRUST RESTRAINT DETAIL FOR PROJECT SPECIFGIC GUIDANCE FOR 30" D.I.P.

REVISION NOTE:

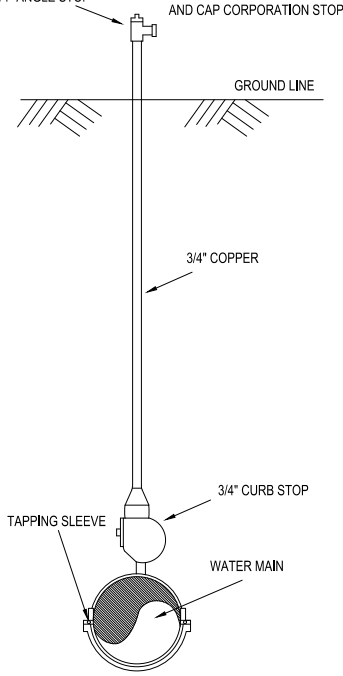
JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

DRAWING NAME: MODIFIED W09

TYPICAL THRUST BLOCKS FOR WATER AND FORCE MAINS DETAIL

SCALE: N.T.S. DATE: 1/8/21
DRAWN BY: APPROVED BY:

NOTE: AFTER BACTERIOLOGICAL TESTING THE CONTRACTOR SHALL CLOSE CORPORATION STOP, REMOVE COPPER AND ANGLE STOP, AND CAP CORPORATION STOP.



REVISION NOTE:

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS

DRAWING NAME: W10

TEMPORARY SAMPLING TEST STATION

SCALE: N.T.S. DATE: 7-2-13
DRAWN BY: APPROVED BY:

REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2020 - CR 366 UTILITY IMPROVEMENTS
DETAIL

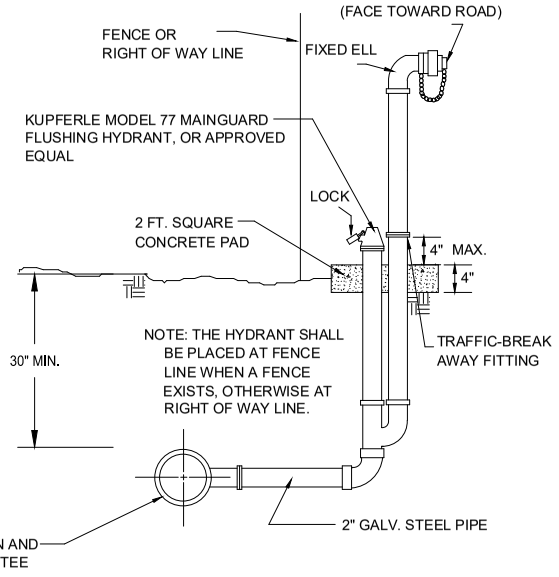
DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

APPROVED:

DATE: 7/5/22

COYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 437

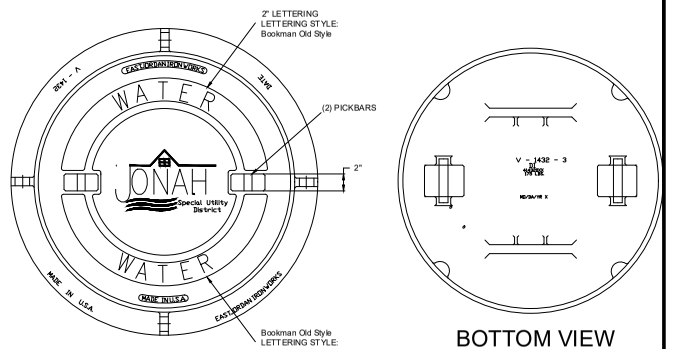


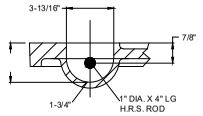
JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS — W11

FIRE TYPE BLOW OFF HYDRANT

SCALE:	DATE:
N.T.S.	7-2-13
DRAWN BY: M.W.W.	APPROVED BY: W.E.A.

REVISION NOTE:





PICKBAR DETAIL

DRAWING PROVIDED BY:
EAST JORDAN IRON WORKS

PRODUCT NUMBER:
41432069A01

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS — W12

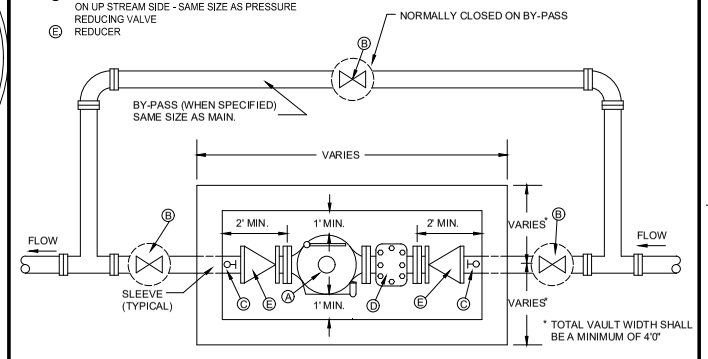
WATER MANHOLE LID

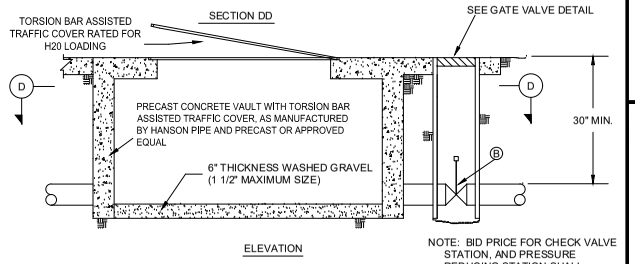
REVISION NOTE: 9/28/2018

EQUIPMENT

PRESSURE REDUCING VALVE STATION
- (A) CLA-VAL (TYPE 90-48 OR AS SPECIFIED) PRESSURE REDUCING VALVE OR EQUAL. SHALL INCLUDE STAINLESS STEEL PILOT TUBING. SEE DISTRIBUTION SYSTEM PLANS FOR SIZE AND LOCATION.
- (B) GATE VALVE AND BOX;SAME SIZE AS MAIN. (REFER TO W07)
- (C) PENN TYPE WS 1 PRESSURE GAUGE, OR EQUAL WITH CUT OFF AND ELL. (FACE GAUGE UP.)
- (D) BADGER PLATE STRAINER OR APPROVED EQUAL ON UP STREAM SIDE - SAME SIZE AS PRESSURE REDUCING VALVE
- (E) REDUCER

CHECK VALVE STATION:
- (A) CHECK VALVE AS SPECIFIED, SEE DISTRIBUTION SYSTEM PLANS FOR SIZE AND LOCATION.
- (B) GATE VALVE AND BOX; SAME SIZE AS MAIN. (REFER TO W07)





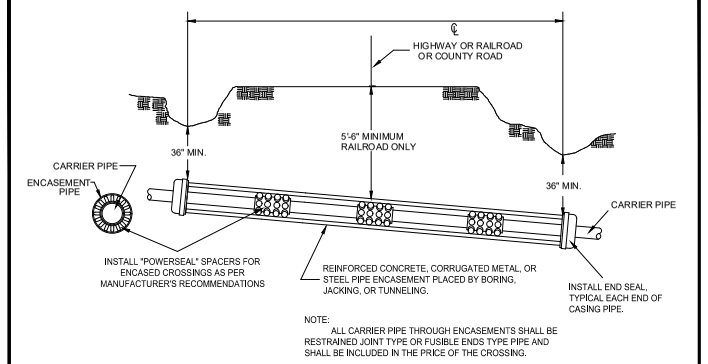
NOTE: ALL PIPE, VALVES, FITTINGS AND EQUIPMENT SHALL CONFORM TO THE CURRENT APPLICABLE A.W.W.A. STANDARDS.

NOTE: BID PRICE FOR CHECK VALVE STATION, AND PRESSURE REDUCING STATION SHALL INCLUDE VALVE, GATE VALVES WITH BOX, PIPING, AND VAULT. (INCLUDING BY-PASS WHERE REQUIRED)

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS — W13

PRESSURE REDUCING AND/OR CHECK VALVE STATION

REVISION NOTE: May 29, 2019

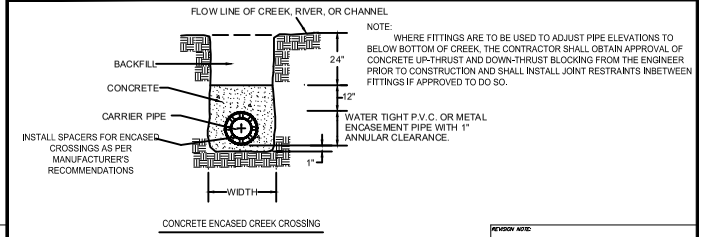


NOTE:
ALL CARRIER PIPE THROUGH ENCASEMENTS SHALL BE RESTRAINED JOINT TYPE OR FUSIBLE ENDS TYPE PIPE AND SHALL BE INCLUDED IN THE PRICE OF THE CROSSING.

COUNTY ROAD, HIGHWAY AND RAILROAD CROSSINGS

STEEL ENCASEMENT WALL THICKNESS CHART FOR SMOOTH STEEL CASING PIPE WITH A MINIMUM YIELD STRENGTH OF 35,000 PSI.		
MINIMUM THICKNESS		DIAMETER OF CASING PIPE.
(1/4).2500"	(0) 1/4"	12" OR LESS
(5/16).3125"	(0) 5/16"	OVER 12" TO 18"
(3/8).3750"	(0) 3/8"	OVER 18" TO 22"
(7/16).4375"	(0) 7/16"	OVER 22" TO 28"
(1/2).5000"	(0) 1/2"	OVER 28" TO 34"
(9/16).5625"	(0) 9/16"	OVER 34" TO 42"
(5/8).6250"	(0) 5/8"	OVER 42" TO 48"

NOTE:
1. ALL CARRIER PIPING SHALL BE RESTRAINED JOINT TYPE OR BUTT-FUSIBLE TYPE OF THE SAME SIZE AND THE SAME PRESSURE CLASS AT MINIMUM OF THE APPLICABLE PIPELINE.
2. OPEN CUT ENCASEMENT PIPE SHALL HAVE THE SAME TRENCH AND EMBEDMENT DETAILS AS AS SHOWN FOR PIPELINES.
3. DO NOT USE WEDGES BETWEEN TOP OF CARRIER PIPE AND INSIDE OF CASING TO KEEP THE CARRIER PIPE FROM MOVING.
4. PRIOR TO INSERTING CARRIER PIPE, ANY WATER SHOULD BE PUMPED OUT OF THE CASING PIPE SO THAT NO MORE THAN A FEW INCHES OF WATER REMAINS.
5. SPACERS SHALL BE REQUIRED WITHIN AT LEAST 3 FEET FROM BOTH ENDS OF THE ENCASEMENT PIPE.
6. ENCASEMENT PIPE SHALL BE SMOOTH STEEL, 35,000 PSI YIELD STRENGTH WITH WALL THICKNESS ACCORDING TO THE WALL THICKNESS CHART.
7. THE RESTRAINED JOINT CARRIER PIPE SHALL EXTEND A MINIMUM OF 10 L.F. PAST BOTH ENDS OF THE ENCASEMENT PIPING BEFORE TRANSITIONING BACK TO NON-JOINT RESTRAINED PIPING.



JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS — W14

INSTALLATION OF PIPE THROUGH CASING/CREEK CROSSING

REVISION NOTE:

WATER MAINS AND SANITARY SEWERS SHALL BE INSTALLED NO CLOSER TO EACH OTHER THAN 9 FT. IN ALL DIRECTIONS AND PARALLEL LINES MUST BE INSTALLED IN SEPARATE TRENCHES. WHERE THE 9 FT. SEPARATION CANNOT BE ACHIEVED, THE FOLLOWING TABLE SHALL GOVERN:

CONDITION	LOCATION	MATERIAL: WATER	MATERIAL: SEWER	MINIMUM SEPARATION: VERT.	MINIMUM SEPARATION: HORIZ	COMMENTS
NEW WATER AND NEW SEWER						
SEWER FORCE MAIN AND GRAVITY SANITARY SEWER PARALLEL TO WATER MAIN	WATER ABOVE SEWER	STD.	C.I., D.I., P.V.C., 150 P.S.I.	2'	4'	SEPARATE TRENCHES
GRAVITY SANITARY SEWER CROSSING WATER MAIN	WATER ABOVE SEWER OR SEWER ABOVE WATER	STD.	C.I., D.I., P.V.C., 150 P.S.I.	6"	NA	CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN
GRAVITY SANITARY SEWER CROSSING WATER MAIN	WATER ABOVE SEWER	STD.	ABS., CLAY CONCRETE COMPOSITE	2'	NA	CEMENT STABILIZE SAND BACKFILL INITIAL BACKFILL ZONE OF SEWER FOR 9 FT. EACH SIDE OF CROSSING, CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN.
NEW WATER AND EXISTING SANITARY SEWER						
NEW WATER PARALLEL TO EXISTING SEWER	WATER ABOVE SEWER	STD.	CLAY, CONC., ABS., C.I., D.I., P.V.C.	2'	4'	IF SEWER SHOWS NO SIGN OF LEAKAGE, THEN LEAVE SEWER ALONE. IF SEWER SHOWS SIGNS OF LEAKAGE, THEN REPAIR OR REPLACE.
NEW WATER CROSSING EXISTING SEWER	WATER ABOVE SEWER	STD.	ABS., CLAY., CONCRETE COMPOSITE	2'	NA	IF SEWER SHOWS NO SIGN OF LEAKAGE, THEN LEAVE SEWER ALONE. IF SEWER SHOWS SIGNS OF LEAKAGE, THEN REPAIR OR REPLACE.
NEW WATER CROSSING EXISTING SEWER	SEWER ABOVE WATER	STD.	ABS., CLAY., CONCRETE COMPOSITE	2'	NA	REPLACE EXISTING SEWER WITH ONE JOINT C.I., D.I., P.V.C. - 150 P.S.I., CENTERING OVER WATER LINE.
NEW WATER PARALLEL TO EXISTING SEWER	SEWER ABOVE WATER	STD.	ABS., CLAY., CONCRETE COMPOSITE	2'	4'	REPLACE EXISTING SEWER WITH C.I., D.I., P.V.C.-150 P.S.I. OR CEMENT STABILIZED SAND BACK FILL IN INITIAL BACKFILD ZONE OF SEWER WHERE PARALLEL CLOSER THAN 9 FT OR ENCASE THE WATER IN 150 P.S.I. PIPE TWO NOMINAL SIZES LARGER.
EXISTING WATER AND NEW SANITARY SEWER						
NEW SEWER PARALLEL TO EXISTING WATER	WATER ABOVE SEWER OR SEWER ABOVE WATER	STD.	C.I., D.I., P.V.C., 150 P.S.I.	2'	4'	SEPARATE TRENCHES
NEW SEWER CROSSING EXISTING WATER	WATER ABOVE SEWER OR SEWER ABOVE WATER	STD.	C.I., D.I., P.V.C., 150 P.S.I.	6"	NA	CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN
NEW SEWER CROSSING EXISTING WATER	WATER ABOVE SEWER	STD.	ABS.,CLAY., CONCRETE COMPOSITE	2'	NA	CEMENT STABILIZE SAND BACKFIELD INITIAL ZONE OF SEWER FOR 9 FT. EACH SIDE OF CROSSING. CENTER ONE JOINT OF SEWER PIPE ON WATER MAIN.

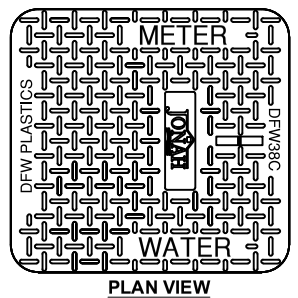
FIRE HYDRANTS SHALL NOT BE LOCATED WITHIN 9 FT. VERTICALLY OR HORIZONTALLY OF ANY SANITARY SEWER, REGARDLESS OF CONSTRUCTION.
WATER MAINS SHALL NOT BE INSTALLED CLOSER THAN 10 FT. TO SEPTIC TANK DRAINFIELDS.

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS — W15

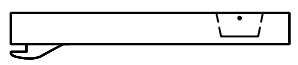
TABLE FOR SEPARATION OF WATER AND SEWER PIPE LINES

SCALE:	DATE:
N.T.S.	7-2-13
DRAWN BY: M.W.W.	APPROVED BY: W.E.A.

REVISION NOTE:



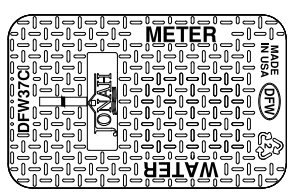
PLAN VIEW



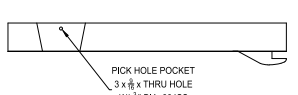
COVER SECTION

METER LID DETAIL
FOR DUAL 5/8", 3/4",
OR 1" METERS

DRAWING PROVIDED BY:
DFW PLASTICS, INC.
PRODUCT NUMBER:
DFW38C-14-AF3P JSUD



PLAN VIEW



COVER SECTION

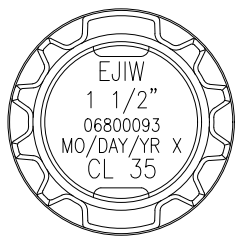
METER LID DETAIL
FOR ONE 5/8", 3/4",
OR 1" METER

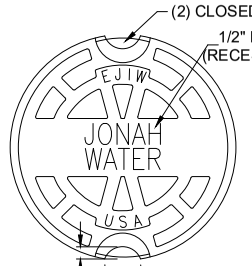
DRAWING PROVIDED BY:
DFW PLASTICS, INC.
PRODUCT NUMBER:
DFW37C-12-AF3P JSUD

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS — W16

METER LID DETAILS

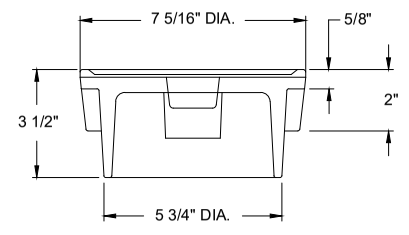
REVISION NOTE: 9/25/19





DRAWING PROVIDED BY:
EAST JORDAN IRON WORKS

PRODUCT NUMBER:
06800093



JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS — W17

VALVE BOX LID

REVISION NOTE: 9/28/2018

Hydrostatic Testing

Hydrostatic testing described in this section shall be conducted with water.

General

The contractor shall provide measurement gauge, pump, pipe, connection, and other necessary apparatuses, unless otherwise specified. Prior to testing the contractor shall place sufficient backfill to prevent pipe movement. The contractor shall ensure that thrust-blocking or other types of restraint systems will provide adequate restraint prior to pressurizing the pipeline.

Test Duration

The duration of the hydrostatic test shall be 2 hours.

Test Pressure

The hydrostatic test pressure shall not be less than 1.25 times the maximum anticipated sustained working pressure at the highest point along the test section unless the pressure exceeds the design pressure limit for any pipe, thrust restraint, valve, fitting or other appurtenance of the test section. In no case shall the test pressure exceed the design pressure limit for any pipe, thrust restraint, valve, fittings, or other appurtenance of the test section.

Test Allowance

The testing allowance shall be defined as the quantity of water that must be supplied to the pipe section being tested to maintain the pressure within 5 psi of the specified hydrostatic test pressure. The installation will not be accepted, by the owner, if the quantity of the makeup water is greater than that determined by the formula below. All visible leaks are to be repair regardless of the amount of leakage.

$$Q = \frac{L x D x \sqrt{P}}{148000}$$

Q = quantity of makeup water in gallons per hour (gal./hr.)
L = length of pipe being tested in feet (ft.)
D = nominal diameter of pipe in inches (in.)
P = average test pressure during the hydrostatic test in pounds per square inch (psi)

Disinfection (Does Not Apply To Sewer Force Mains.)

New mains shall be thoroughly disinfected in accordance with AWWA Standard C651 and then flushed and sampled before being placed in service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure. Sampling shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed waterline will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer.

JONAH WATER SUD
WATER CONSTRUCTION STANDARD DETAILS — W18

TESTING REQUIREMENTS FOR PRESSURIZED PIPELINES (POTABLE WATERLINES AND SEWER FORCEMAINS)

REVISION NOTE:

REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2020 - CR 366 UTILITY IMPROVEMENTS
DETAIL

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

APPROVED:

DATE:
7/5/22

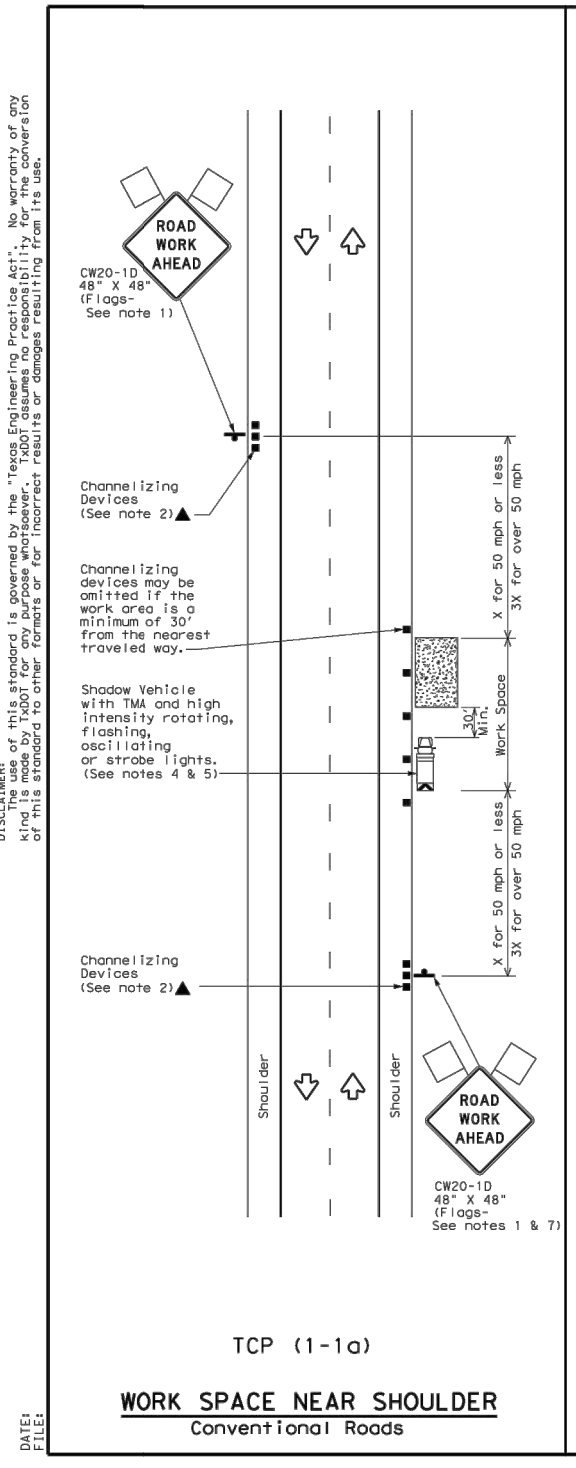
COYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 438

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
WATER DISTRIBUTI SYSTEM
GENERAL CONSTRUCTION NOTES

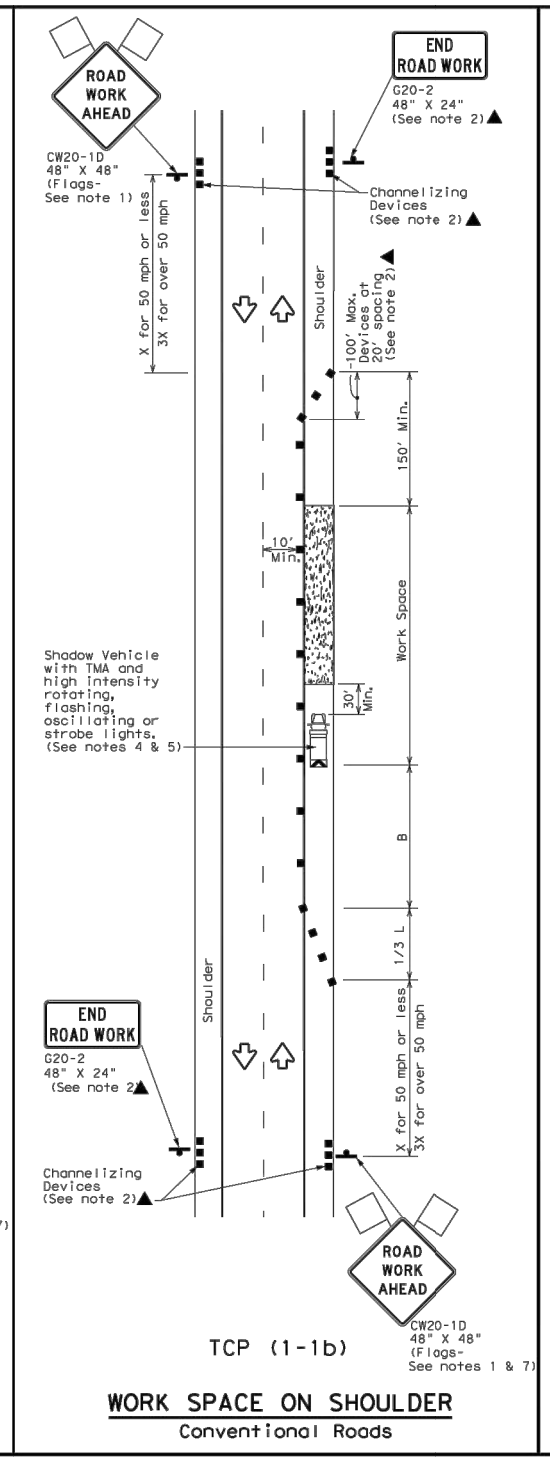
1. This water distribution system must be constructed in accordance with the current Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems 30 Texas Administrative Code (TAC) Chapter 290 Subchapter D.
2. Prior to commencement of construction, the owner of the system or his representative must notify the appropriate TCEQ regional office in writing of the date on which construction will begin.
3. All newly installed pipes and related products must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61 and must be certified by an organization accredited by ANSI.
4. Plastic pipe for use in public water systems must bear the National Sanitation Foundation Seal of Approval (NSF-pw) and have an ASTM design pressure rating of at least 150 psi or a standard dimension ratio of 26 or less.
5. No pipe which has been used for any purpose other than the conveyance of drinking water shall be accepted or relocated for use in any public drinking water supply.
6. Water transmission and distribution lines must be installed in accordance with the manufacturer's instructions. However, the top of the water line must be located below the frost line and in no case shall the top of the water line be less than 24 inches below ground surface.
7. The hydrostatic leakage rate shall not exceed the amount allowed or recommended by the most current AWWA formulas for PVC pipe, cast iron and ductile iron pipe.
8. The contractor shall install appropriate air release devices in the distribution system at all points where topography or other factors may create air locks in the lines. All vent openings to the atmosphere shall be covered with 16-mesh or finer, corrosion resistant screening material or an acceptable equivalent.
9. The contractor shall maintain a minimum separation distance in all directions of nine feet between the proposed waterline and wastewater collection facilities including manholes and septic tank drainfields. If this distance cannot be maintained, the contractor must immediately notify the project engineer for further direction. Separation distances, installation methods, and materials utilized must meet '290.44(e) of the current rules.
10. The contractor shall disinfect the new water mains in accordance with AWWA Standard C651 and then flush and sample the lines before being placed into service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure which shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed water line will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer.
11. The contractor shall not place the pipe in water or where it can be flooded with water or sewage during its storage or installation.

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



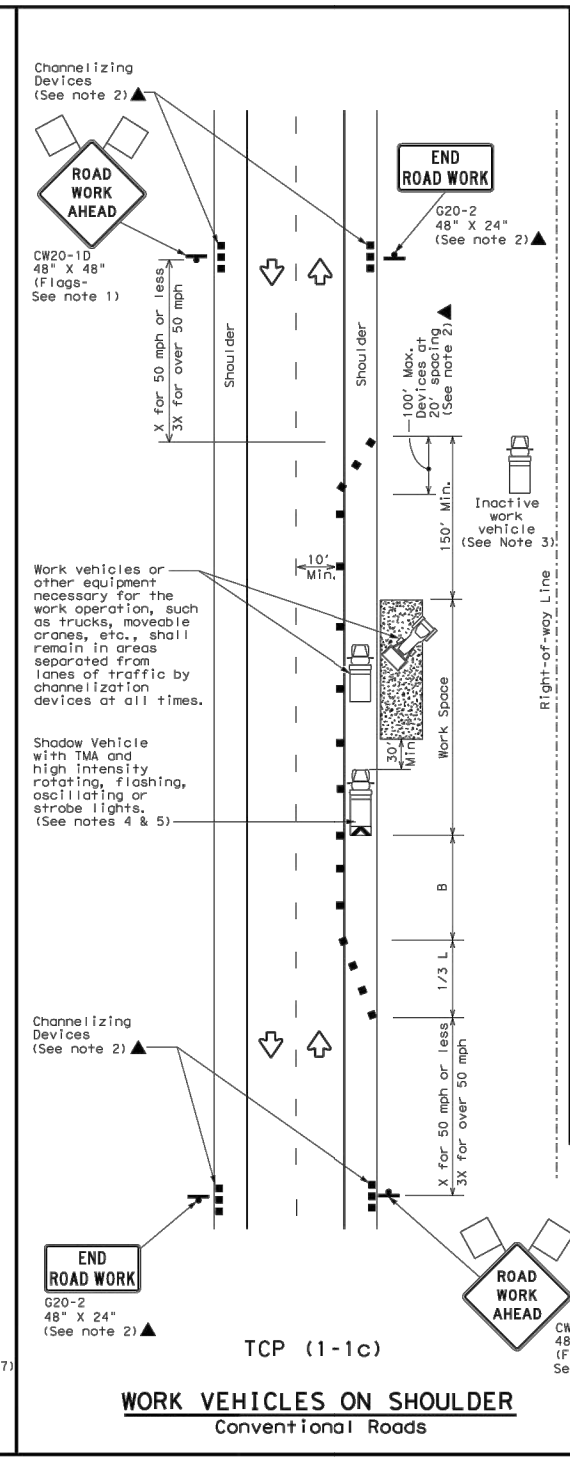
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

DATE:
FILE:

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths * * 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
* * Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.

151

REVISION DESCRIPTION	DATE	BY	CKD

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2020 - CR 366 UTILITY IMPROVEMENTS

DETAIL

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

APPROVED:

DATE:
7/5/22

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
WACO, TX 76702
PH. 254-744-3439

SHEET 439

Exhibit “C”

ELECTRONICALLY RECORDED 2021119904
Williamson County, Texas Total Pages: 10

3LOT-149286\SB
Recorded By:
Texas National Title

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

RONNIE C. ZETT AND ZONDA K. ZETT ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across one parcel totaling approximately 0.0345 acre (1,501 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (Collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: N/A

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this 8th day of July, 2021.

[signature page follows]

GRANTORS:

Ronnie C. Zett

Zonda K. Zett

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 6th day of July, 2021, by Ronnie C. and Zonda K. Zett, in the capacity and for the purposes and consideration recited herein.

DEBORAH STEARNS MURPHY
Notary Public, State of Texas
Comm. Expires 10-26-2021
Notary ID 345883-1

Deborah Stearns Murphy
Notary Public, State of Texas
Printed Name: Deborah Stearns Murphy
My Commission Expires: 10-26-2021

Order Number: T-149286

EXHIBIT "A"
LEGAL DESCRIPTION

Being 1,501 square foot (0.0345 of one acre) water line easement, more or less, out of the W. J. BAKER SURVEY, ABSTRACT NO. 65, in Williamson County, Texas, being a portion of that certain 10.0 acre tract conveyed in Warranty Deed recorded in Volume 2055, Page 308, Official Records, Williamson County, Texas. Said 1,501 square foot (0.0345 of one acre) tract being more particularly described by metes and bounds in Exhibit "A-1" attached hereto and made a part hereof.

Note: Company does not represent that the above acreage and/or square footage calculations are correct.

Exhibit "A-1"

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

May 21, 2021

PROPERTY DESCRIPTION FOR EASEMENT 22E

DESCRIPTION OF a 1,501 square foot (0.0345 of one acre) water line easement out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being a portion of that tract described as 10 acres conveyed to Ronnie C. Zett by Warranty Deed dated September 10, 1991, as recorded in Volume 2055, Page 308, Official Records, Williamson County, Texas (O.R.W.C.T.); said 1,501 square foot (0.0345 of one acre) water line easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found in the north line of said 10 acre tract, being the southeast corner of that tract described as 5.76 acres conveyed to Jack Dale Hall and wife, Cynthia D. Surles-Hall by Warranty Deed with Vendor's Lien dated August 7, 2003, as recorded in Document No. 2003077883, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), from which a 1/2-inch iron rod found at the northeast corner of said 5.76 acre tract, being in the south margin of County Road 367 (CR 367, varying width), bears N 21°30'06" W, a distance of 559.54 feet;

THENCE, S 68°02'29" W, along the north line of said 10 acre tract, with the south line of said 5.76 acre tract, a distance of 391.17 feet to a point, being the northeast corner of this easement, for the **POINT OF BEGINNING**, 122.42 feet right of Engineer's Baseline Station 56+73.68, and having Surface Coordinates of North=10,193,252.72, East=3,205,321.66;

1) **THENCE, S 21°34'16" E**, crossing said 10 acre tract, a distance of **55.99 feet** to a point, 122.53 feet right of Engineer's Baseline Station 56+17.69, being the southeast corner of this easement;

2) **THENCE, S 68°32'11" W**, crossing said 10 acre tract, a distance of **59.13 feet** to a point in the west line of said 10 acre tract and the east margin of CR 366, 63.40 feet right of Engineer's Baseline Station 56+17.69, being the southwest corner of this easement, from which a 1/2-inch iron rod found at the southwest corner of said 10 acre tract, also being the northwest corner of that tract described as 50.29 acres (save and except 4.581 acres) conveyed to D&L Land Development, LLC by Warranty Deed with Vendor's Lien dated February 6, 2019, as recorded in Document No. 2019009739, O.P.R.W.C.T., bears S 21°35'24" E, a distance of 499.12 feet;

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR EASEMENT 22E

3) **THENCE, N 21°35'24" W,** along the west line of said 10 acre tract, with the east margin of CR 366, a distance of **15.00 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the proposed east right-of-way line of CR 366, being a west corner of this easement;

4) **THENCE, N 68°32'11" E,** along the proposed east right-of-way line of CR 366, crossing said 10 acre tract, a distance of **44.13 feet** to a 1/2-inch iron rod with a "Mcgay & Mcgray" cap set, 107.50 right of Engineer's Baseline Station 56+32.69, being an ell-corner in the west line of this easement;

5) **THENCE, N 21°34'16" W,** along the proposed east right-of-way line of CR 366, crossing said 10 acre tract, a distance of **40.86 feet** to a point (unable to set; under water at time of survey), being in the north line of said 10 acre tract and the south line of said 5.76 acre tract, 107.42 feet right of Engineer's Baseline Station 56+73.55, being the northwest corner of this easement, from which a 1/2-inch iron rod found at northwest corner of said 10 acre tract, being the southwest corner of said 5.76 acre tract, also being in the east margin of CR 366 bears S 68°02'29" W, a distance of 44.15 feet;

6) **THENCE, N 68°02'29" E,** along the north line of said 10 acre tract, a distance of **15.00 feet** to the **POINT OF BEGINNING,** and containing 1,501 square feet (0.0345 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

LEGEND

■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—℄—	APPROXIMATE SURVEY LINE
——	DEED LINE (OWNERSHIP IN COMMON)
—/\/—	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2021.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

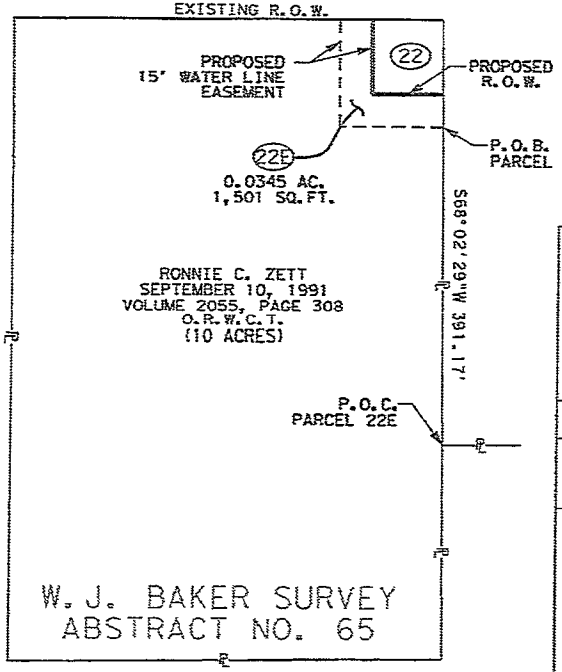
5/21/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

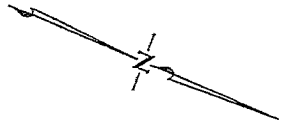
SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

CR 366
(R.O.W. WIDTH VARIES)

APPROXIMATE SURVEY LINE A-496 / A-65



PROPERTY INSET
NOT TO SCALE



THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2025858-GTN ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 1, 2020, ISSUED DATE JUNE 10, 2020.

10. THE FOLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

A. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT DESCRIBED IN VOLUME 286, PAGE 398, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT

B. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT DESCRIBED IN VOLUME 299, PAGE 636, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT

C. JONAH WATER SUPPLY CORP. WATER LINE EASEMENT DESCRIBED IN VOLUME 564, PAGE 62, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT

REVISIONS

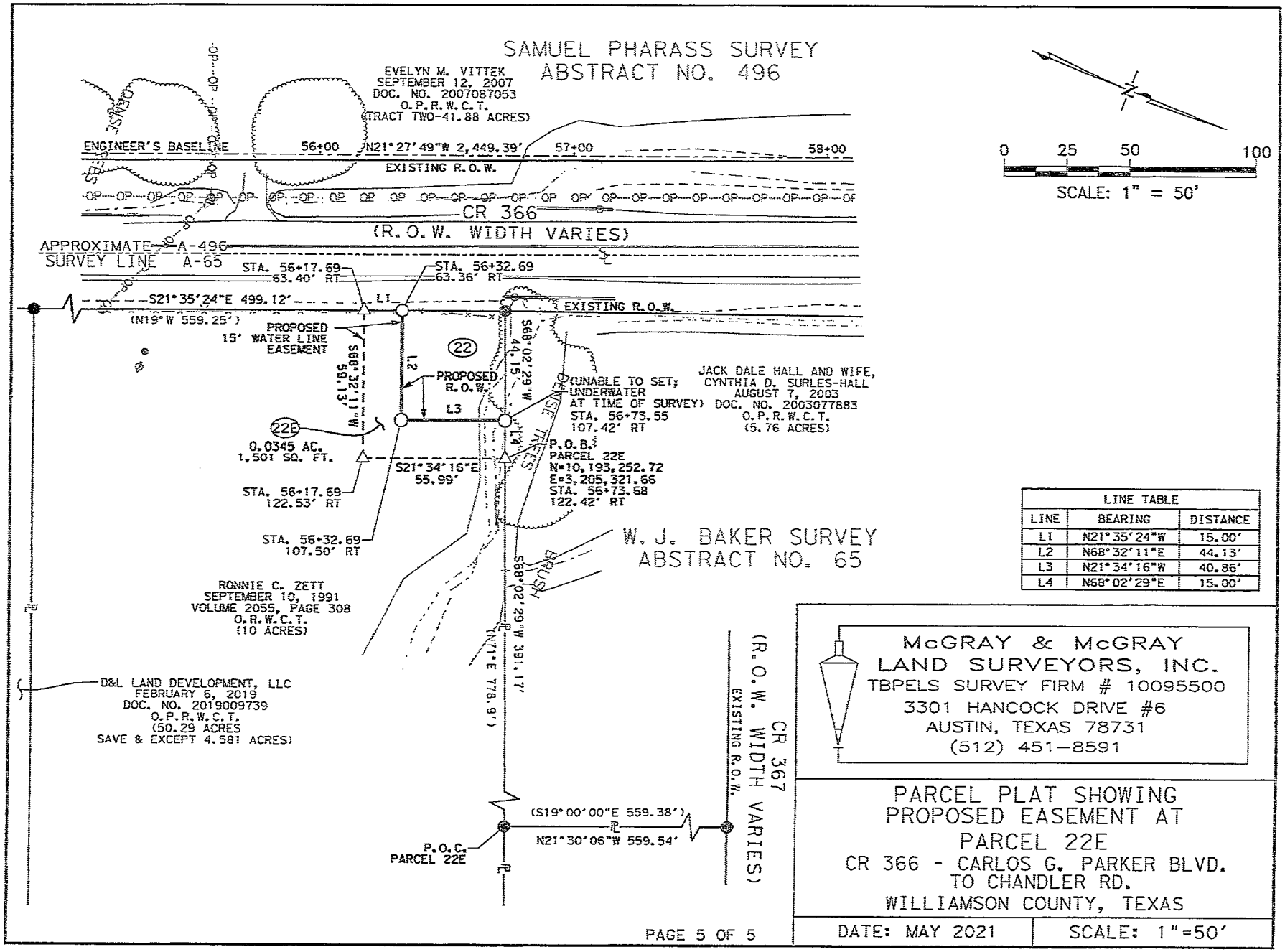
DEED	ACQUISITION	REMAINING RT
10 AC. 435,600 SQ.FT.	N/A	9.96 AC. 433,805 SQ.FT.

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 22E

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2021 | SCALE: N.T.S.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21°35'24"W	15.00'
L2	N68°32'11"E	44.13'
L3	N21°34'16"W	40.86'
L4	N68°02'29"E	15.00'

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 22E

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2021 | SCALE: 1"=50'

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2021119904

Pages: 10 Fee: $53.00
08/09/2021 11:24 AM
LMUELLER

Nancy E. Rister, County Clerk
Williamson County,Texas

ELECTRONICALLY RECORDED 2021187421
Williamson County, Texas Total Pages: 14

Recorded By:
Texas National Title
36-T-149401

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

D&L LAND DEVELOPMENT, LLC ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across certain property totaling approximately 0.1260 acre (5,488 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: _____

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this 12 day of Aug, 2021.

[signature page follows]

GRANTOR:

D & L Land Development, LLC, a Texas Limited Liability company

By: Dhtruong

Printed Name: Dinh Truong

Title: Managing Member

Acknowledgment

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument is acknowledged before me on the 12th day of August, 2021, by Dinh Truong in the capacity and for the purposes and consideration recited herein.

DEBORAH STEARNS MURPHY
Notary Public, State of Texas
Comm. Expires 10-26-2021
Notary ID 345883-1

Deborah Stearns Murphy
Notary Public, State of Texas
Printed Name: Deborah Stearns Murphy
My Commission Expires: 10-26-2021

JOINDER AND CONSENT OF LIENHOLDER TO WATER LINE EASEMENT

ROUND TOP STATE BANK, as Beneficiary under a Deed of Trust executed by D&L Land Development, LLC to Johnnie Mikeska, Trustee, dated February 6, 2019 recorded in Document No. 2019009740 of the Official Records of Williamson County, Texas (the "Grantor Security Documents") that create liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibit "A" ("Grantor Liens"), executes this water line easement ("Easement") for the limited purpose of (i) consenting to the terms and conditions of the foregoing Easement and (ii) agreeing that the Grantor Security Documents and the Grantor Liens are and shall be subordinate and inferior to all of the easements, restrictions, terms and provisions of the Easement, so that no enforcement of the terms of the Grantor Security Documents shall amend, impair or otherwise affect the easements, restrictions, terms or provisions of said Easement.

ROUND TOP STATE BANK

By: _____

Name: Robert Rawdig

Title: Sr. Vice President

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this 3rd day of December, 2021, by Robert Rawdig, the Sr. Vice President of Round Top State Bank, known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration recited herein.

JULIA KLOTZ
Notary Public, State of Texas
My Commission Expires
August 23, 2024
NOTARY ID 12909957-1

_____
Notary Public in and for the State of Texas

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

September 1, 2021

PROPERTY DESCRIPTION FOR EASEMENT 7E

DESCRIPTION OF a 5,488 square foot (0.1260 of one acre) water line easement consisting of two parts out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, being a portion of that tract described as 50.29 acres (save and except 4.581 acres) conveyed to D&L Land Development, LLC by Warranty Deed with Vendor's Lien dated February 6, 2019, as recorded in Document No. 2019009739, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 5,488 square foot (0.1260 of one acre) water line easement being more particularly described in two parts by metes and bounds as follows:

PART 1

COMMENCING at a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the south line of said 50.29 acre (save and except 4.581 acres) tract and the existing north right-of-way line of Carlos G. Parker Boulevard (Carlos G. Parker Blvd., 120-foot wide), being at the northeast corner of that tract described as 0.53 of one acre tract conveyed to Daryl R. Neans by Warranty Deed with Vendor's Lien dated February 24, 2004, as recorded in Document No. 2004014708, O.P.R.W.C.T, from which a 1/2-inch iron rod found bears S 63°29'20" W, a distance of 3.67 feet;

THENCE, S 68°17'07" W, along the south line of said 50.29 acre (save and except 4.581 acres) tract, with the north line of said 0.53 of one acre tract, a distance of 217.34 feet to a point, being the southeast corner of this easement, for the **POINT OF BEGINNING**, 115.00 feet right of County Road 366 (CR 366) Engineer's Baseline Station 39+94.58, and having Surface Coordinates of North=10,191,687.36, East=3,205,929.15;

1) **THENCE, S 68°17'07" W**, continuing along the south line of said 50.29 acre (save and except 4.581 acres) tract and the north line of said 0.53 of one acre tract, a distance of **15.00 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the proposed east right-of-way line of CR 366, 100.00 feet right of CR 366 Engineer's Baseline Station 39+94.52, being the southwest corner of this easement, from which a Texas Department of Transportation (TxDOT) Type I concrete monument found (leaning) at the southwest corner of said 50.29 acre (save and except 4.581 acres) tract, being the northwest corner of said 0.53 of one acre tract, also being in the east margin of CR 366 (varying width) bears S 68°17'07" W, a distance of 30.67 feet;

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR EASEMENT 7E

2) **THENCE, N 21°27'49" W,** along the proposed east right-of-way line of CR 366, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **188.41 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set, 100.00 feet right of CR 366 Engineer's Baseline Station 41+82.93, and 140.00 feet right of Carlos G. Parker Engineer's Baseline Station 121+03.17, being a west corner of this easement;

3) **THENCE, N 24°10'22" E,** along the proposed east right-of-way line of CR 366, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **41.95 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set, 129.99 feet right of CR 366 Engineer's Baseline Station 42+12.26, and 110.00 feet right of Carlos G. Parker Engineer's Baseline Station 121+32.50, being the northwest corner of this easement;

4) **THENCE, N 69°49'25" E,** along the proposed east right-of-way line of CR 366, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **27.06 feet** to a point, 157.04 feet right of CR 366 Engineer's Baseline Station 42+11.65, and 110.00 feet right of Carlos G. Parker Engineer's Baseline Station 121+59.55, being the northeast corner of this easement;

5) **THENCE, S 20°10'33" E,** crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **15.00 feet** to a point, 156.70 feet right of CR 366 Engineer's Baseline Station 41+96.66, and 125.00 feet right of Carlos G. Parker Engineer's Baseline Station 121+59.55, being an east corner of this easement;

6) **THENCE, S 69°49'25" W,** crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **20.74 feet** to a point, 135.97 feet right of CR 366 Engineer's Baseline Station 41+97.12, and 125.00 feet right of Carlos G. Parker Engineer's Baseline Station 121+38.81, being an east corner of this easement;

7) **THENCE, S 24°10'22" W,** crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **29.33 feet** to a point, 115.00 feet right of CR 366 Engineer's Baseline Station 41+76.62, and 145.97 feet right of Carlos G. Parker Engineer's Baseline Station 121+18.31, being an east corner of this easement;

8) **THENCE, S 21°27'49" E,** crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **182.03 feet** to the **POINT OF BEGINNING** and containing 3,672 square feet (0.0843 of one acre), more or less.

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR EASEMENT 7E

PART 2

COMMENCING at a 1/2-inch iron rod found at the northwest corner of said 50.29 acre (save and except 4.581 acres) tract and the southwest corner of that tract described as 10 acres conveyed to Ronnie C. Zett by Warranty Deed dated September 10, 1991, as recorded in Volume 2055, Page 308, Official Records, Williamson County, Texas (O.R.W.C.T.), being in the east margin of CR 366;

THENCE, S 21°42'37" E, along the west line of said 50.29 acre (save and except 4.581 acres) tract, with the east margin of CR 366, a distance of 549.77 feet to a point, being the northwest corner of this easement, for the **POINT OF BEGINNING**, 66.86 feet right of CR 366 Engineer's Baseline Station 45+68.80, and 245.03 feet left of Carlos G. Parker Engineer's Baseline Station 120+61.37, and having Surface Coordinates of North=10,192,204.14, East=3,205,674.24;

1) **THENCE, S 65°49'00" E**, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **85.86 feet** to a point, 126.89 feet right of CR 366 Engineer's Baseline Station 45+07.41, and 185.00 feet left of Carlos G. Parker Engineer's Baseline Station 121+22.76, being a north corner of this easement;

2) **THENCE, N 69°49'25" E**, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **36.79 feet** to a point, 163.67 feet right of CR 366 Engineer's Baseline Station 45+06.58, and 185.00 feet left of Carlos G. Parker Engineer's Baseline Station 121+59.55, being the northeast corner of this easement;

3) **THENCE, S 20°10'33" E**, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **15.00 feet** to a point in the proposed east right-of-way line of CR 366, 163.33 feet right of CR 366 Engineer's Baseline Station 44+91.58, and 170.00 feet left of Carlos G. Parker Engineer's Baseline Station 121+59.55, being the southeast corner of this easement;

4) **THENCE, S 69°49'25" W**, along the proposed east right-of-way line of CR 366, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **42.91 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set, 120.44 feet right of CR 366 Engineer's Baseline Station 44+92.55, and 170.00 feet left of Carlos G. Parker Engineer's Baseline Station 121+16.65, being a south corner of this easement;

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR EASEMENT 7E

5) **THENCE, N 65°49'00" W**, along the proposed east right-of-way of CR 366, crossing said 50.29 acre (save and except 4.581 acres) tract, a distance of **76.50 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the east margin of CR 366, 66.96 feet right of CR 366 Engineer's Baseline Station 45+47.25 and 223.49 feet left of Carlos G. Parker Engineer's Baseline Station 120+61.95, being the southwest corner of this easement;

6) **THENCE, N 21°42'37" W**, along the west line of said 50.29 acre (save and except 4.581 acres) tract, with the east margin of said CR 366, a distance of **21.55 feet** to the **POINT OF BEGINNING** and containing 1,816 square feet (0.0417 of one acre) of land, more or less.

Part 1	3,672 square feet (0.0843 of one acre)
Part 2	1,816 square feet (0.0417 of one acre)
Total	**5,488 square feet (0.1260 of one acre)**

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR EASEMENT 7E

A parcel plat of even date was prepared in conjunction with this property description.

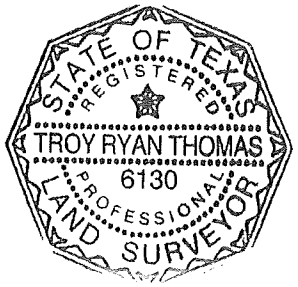
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 1st day of September, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



TRT 9/1/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 7E

LEGEND

■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—℄—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TEXAS NATIONAL TITLE, INC. IN AUGUST 2021.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2021.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

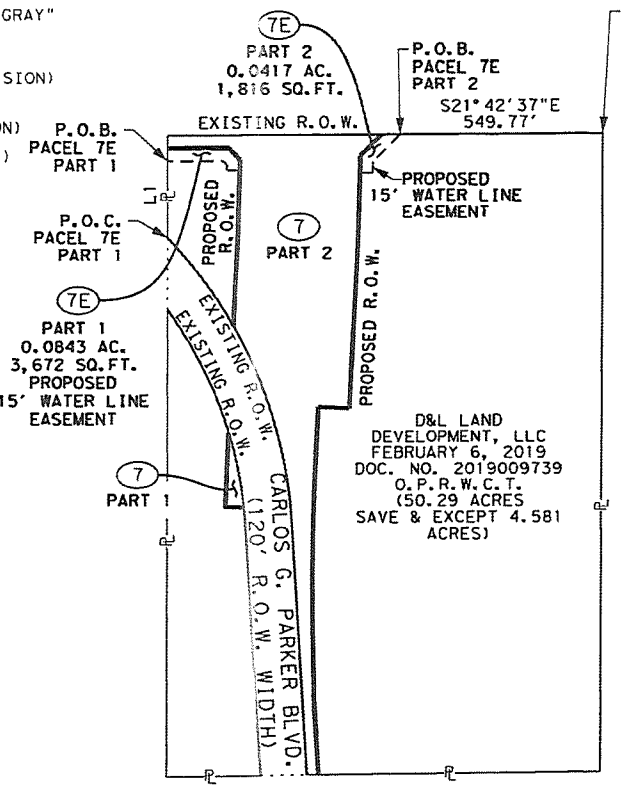
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

9/1/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

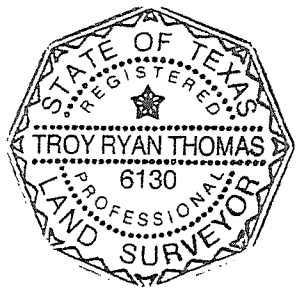
W. J. BAKER SURVEY
ABSTRACT NO. 65

CR 366
(R.O.W. WIDTH VARIES)



PROPERTY INSET
NOT TO SCALE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S68°17'07"W	217.34'



THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-149421 ISSUED BY TEXAS NATIONAL TITLE, INC., EFFECTIVE DATE JUNE 17, 2021, ISSUED DATE JUNE 30, 2021.

10. THE FOLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

A. JONAH WATER SUPPLY CORP. WATER LINE EASEMENT AS DESCRIBED IN VOLUME 564, PAGE 62, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT

B. TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE ELECTRIC AND/OR TELEPHONE LINES AND SYSTEMS EASEMENT AS DESCRIBED IN VOLUME 600, PAGE 99, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- AFFECTS AS SHOWN

C. STATE OF TEXAS EASEMENT FOR HIGHWAY PORPOSES AS DESCRIBED IN VOLUME 766, PAGE 785, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- DOES NOT AFFECT

REVISIONS

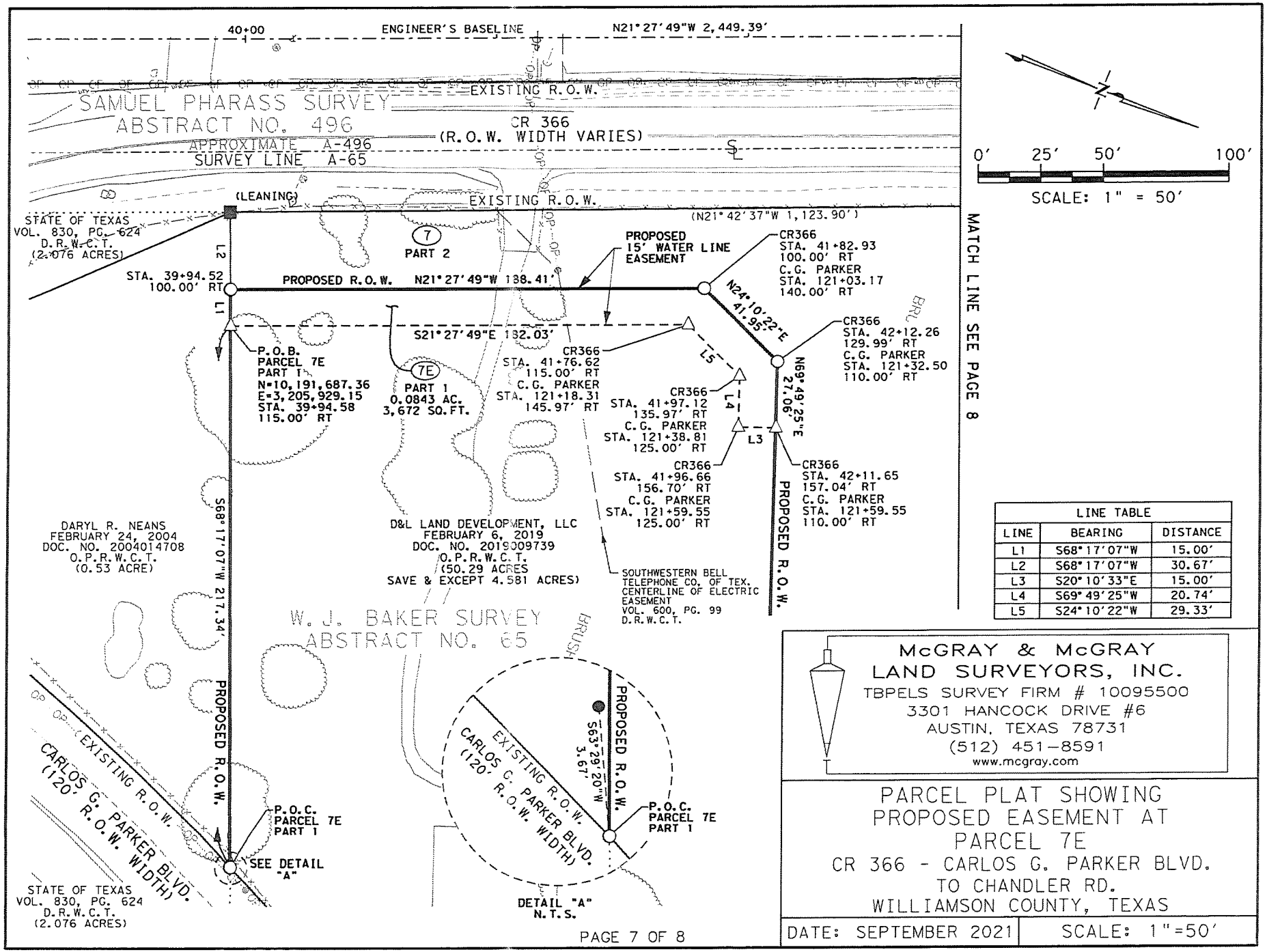
TOTAL OF PART 1 AND PART 2		
CALCULATED	ACQUISITION	REMAINING
45.71 AC. (1,991,084 SQ. FT.)	N/A	39.54 AC. (1,722,239 SQ. FT.)

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 7E

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2021 | SCALE: N.T.S



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S68°17'07"W	15.00'
L2	S68°17'07"W	30.67'
L3	S20°10'33"E	15.00'
L4	S69°49'25"W	20.74'
L5	S24°10'22"W	29.33'

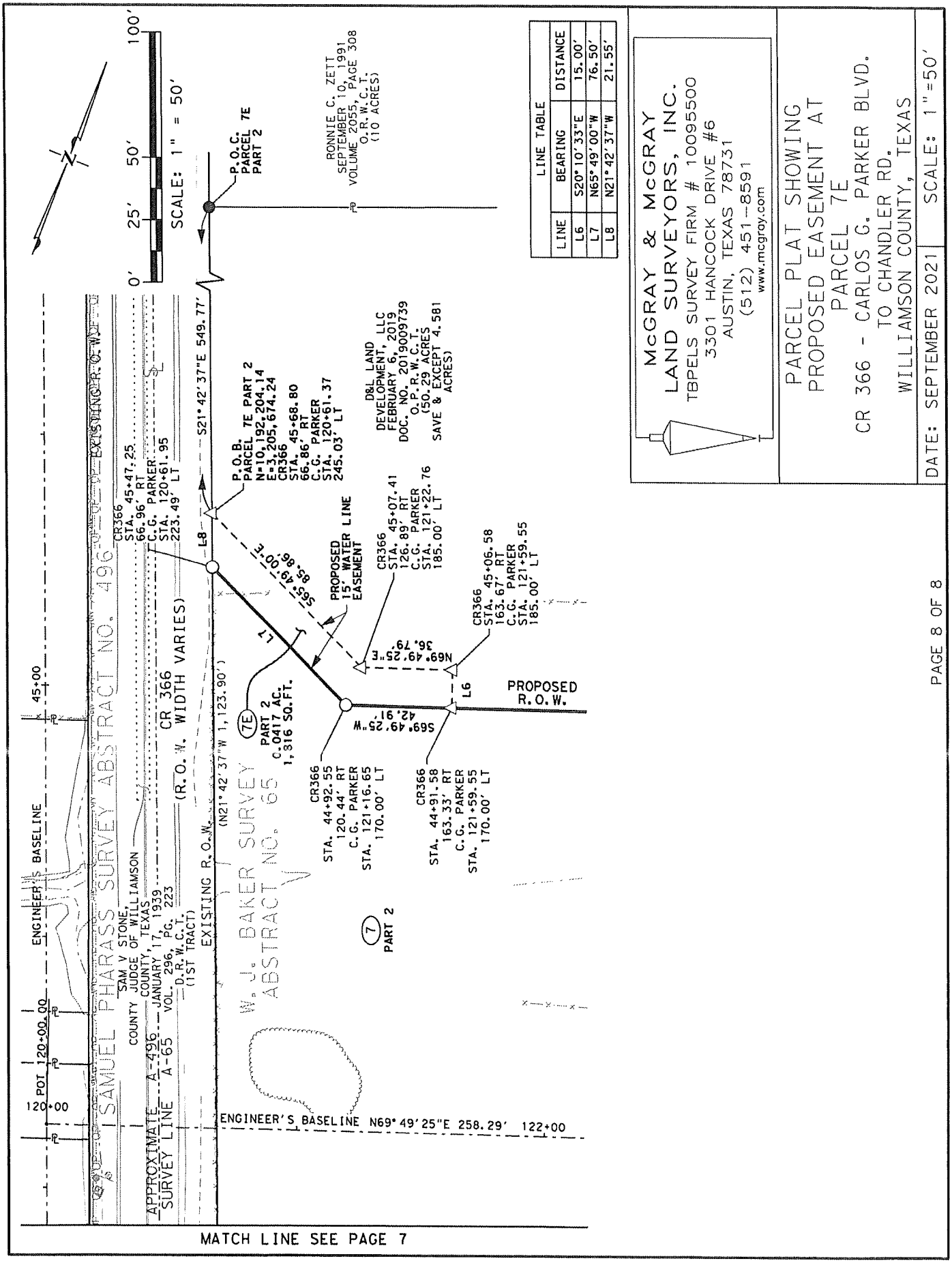
McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 7E

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2021 | SCALE: 1"=50'

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.



RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2021187421

Pages: 14 Fee: $74.00
12/09/2021 03:14 PM
MBARRICK

Nancy E. Rister, County Clerk
Williamson County,Texas

ELECTRONICALLY RECORDED 2021128452
Williamson County, Texas Total Pages: 11

Recorded By: 30T-149297|SB
Texas National Title

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

WALTHER FAMILY LIMITED PARTNERSHIP ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across one parcel totaling approximately 0.2190 acre (9,541 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: NONE

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this 4th day of August, 2021.

[signature page follows]

GRANTOR:

WALTHER FAMILY LIMITED PARTNERSHIP,

a Texas limited partnership

By: Walther Family GP, LLC,

its General Partner

By: _____

Clayton H. Walther, President

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 4th day of August, 2021, by Clayton H. Walther in the capacity and for the purposes and consideration recited herein.

DEBORAH STEARNS MURPHY
Notary Public, State of Texas
Comm. Expires 10-26-2021
Notary ID 345883-1

Deborah Stearns Murphy
Notary Public, State of Texas
Printed Name: Deborah Stearns Murphy
My Commission Expires: 10-26-2021

Order Number: T-149297

EXHIBIT "A"
LEGAL DESCRIPTION

Being a 9,541 square foot (0.2190 of one acre) water line easement, more or less, out of the SAMUEL PHARASS SURVEY, ABSTRACT NO. 496, in Williamson County, Texas, being a portion of that certain called 42.12 acre tract conveyed to Carence H. Walther and Doris E. Walther, as Trustees, or their successors, of The Walther Living Trust dated the 3rd day of September 1996 and as described in Special Warranty Deed recorded in Document No. 9722475, Official Records, Williamson County, Texas, and conveyed to Walther Family Limited Partnership and described as Tract 14 in Contribution Deed dated August 19, 2005, recorded in Document No. 2005069305, Official Public Records, Williamson County, Texas. Said 9,541 square foot (0.2190 of one acre) parcel of land being more particularly described by metes and bounds in Exhibit "A-1" attached hereto and made a part hereof.

Note: Company does not represent that the above acreage and/or square footage calculations are correct.

Exhibit "A-1"

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

May 21, 2021

PROPERTY DESCRIPTION FOR EASEMENT 16E

DESCRIPTION OF a 9,541 square foot (0.2190 of one acre) water line easement out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion of that tract described as 42.12 acres conveyed to Clarence H. Walther and Doris E. Walther, as Trustees or their Successors, of the Walther Living Trust dated the 3rd day of September, 1996 (1/2 Interest) by Special Warranty Deed dated January 22, 1997, as recorded in Document No. 9722475, Official Records, Williamson County, Texas (O.R.W.C.T.), and conveyed to the Walther Family Limited Partnership (1/2 Interest-Tract 14) by Contribution Deed dated August 19, 2005, as recorded in Document No. 2005069305, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 9,541 square foot (0.2190 of one acre) water line easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron pipe found at the southwest corner of said 42.12 acre tract and the northwest corner of that tract described as 41.88 acres (Tract Two) conveyed to Evelyn M. Vittek by Special Warranty Deed dated September 12, 2007, as recorded in Document No. 2007087053, O.P.R.W.C.T.;

THENCE, N 68°20'57" E, along the south line of said 42.12 acre tract and the north line of said 41.88 acre tract, a distance of 2,156.38 feet to a point, being the southwest corner of this easement, for the **POINT OF BEGINNING**, 85.00 feet left of Engineer's Baseline Station 66+28.24, and having Surface Coordinates of North=10,194,076.26, East=3,204,793.38, being on a curve to the right;

1) **THENCE**, crossing said 42.12 acre tract, with said curve to the right, an arc distance of **300.31 feet**, through a central angle of **02°07'42"**, having a radius of **8,085.00 feet**, and a chord bearing **N 16°40'12" W**, a chord distance of **300.29 feet** to a point, 85.00 feet left of Engineer's Baseline Station 69+25.39, for the beginning of a curve to the left;

2) **THENCE**, crossing said 42.12 acre tract, with said curve to the left, an arc distance of **336.23 feet**, through a central angle of **02°26'02"**, having a radius of **7,915.00 feet**, and a chord bearing **N 16°49'22" W**, a chord distance of **336.20 feet** to a point, 85.00 feet left of Engineer's Baseline Station 72+65.23, being the northwest corner of this easement;

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR EASEMENT 16E

3) **THENCE, N 71°57'37" E,** crossing said 42.12 acre tract, a distance of **15.00 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed west right-of-way line of County Road 366 (CR 366), also being in the west margin of CR 366 (varying width), 70.00 feet left of Engineer's Baseline Station 72+65.23, for the beginning of a curve to the right, being the northeast corner of this easement, from which a 4-inch by 6-inch concrete post found at the northeast corner of said 42.12 acre tract and the southeast corner of that tract described as 9.688 acres conveyed to James Gregory Redden and Rhonda D. Redden by General Warranty Deed with Vendor's Lien dated February 14, 2018, as recorded in Document No. 2018013001, O.P.R.W.C.T., and the southwest corner of that tract described as 0.17 acre conveyed to Sam V. Stone, County Judge of Williamson County, Texas, by deed dated December 11, 1960, as recorded in Volume 442, Page 257, Deed Records, Williamson County, Texas (D.R.W.C.T.), bears N 21°23'20" W, along the east line of said 42.12 acre tract and the west margin of CR 366, a distance of 154.65 feet;

THENCE, with the proposed west right-of-way line of CR 366, crossing said 42.12 acre tract, the following two (2) courses and distances, numbered 4 through 5:

4) with said curve to the right, an arc distance of **336.87 feet**, through a central angle of **02°26'02"**, having a radius of **7,930.00 feet**, and a chord bearing **S 16°49'22" E**, a chord distance of **336.84 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set, 70.00 feet left of Engineer's Baseline Station 69+25.39, for the beginning of a curve to the left, and

5) with said curve to the left, an arc distance of **298.72 feet**, through a central angle of **02°07'15"**, having a radius of **8,070.00 feet**, and a chord bearing **S 16°39'59" E**, a chord distance of **298.70 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set in the south line of said 42.12 acre tract and the north line of said 41.88 acre tract, being the southeast corner of this easement;

6) **THENCE, S 68°20'57" W,** along the south line of said 42.12 acre tract and the north line of said 41.88 acre tract, a distance of **15.04 feet** to the **POINT OF BEGINNING** and containing 9,541 square feet (0.2190 of one acre) of land, more or less.

LEGEND

■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—℄—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2021.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

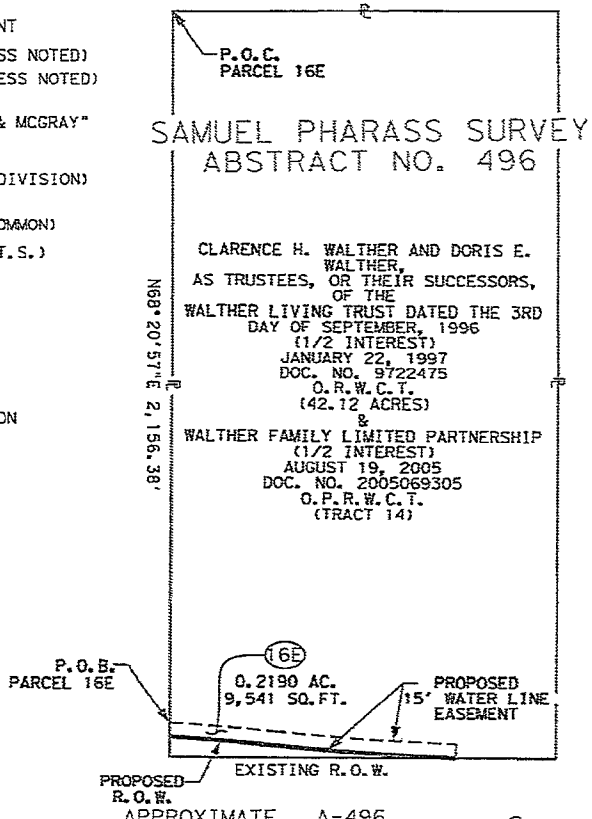
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

5/21/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE



THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2022637-GTN ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 12, 2020, ISSUED DATE JUNE 23, 2020.

10. THE FOLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
-NO EASEMENT DOCUMENTS LISTED

REVISIONS

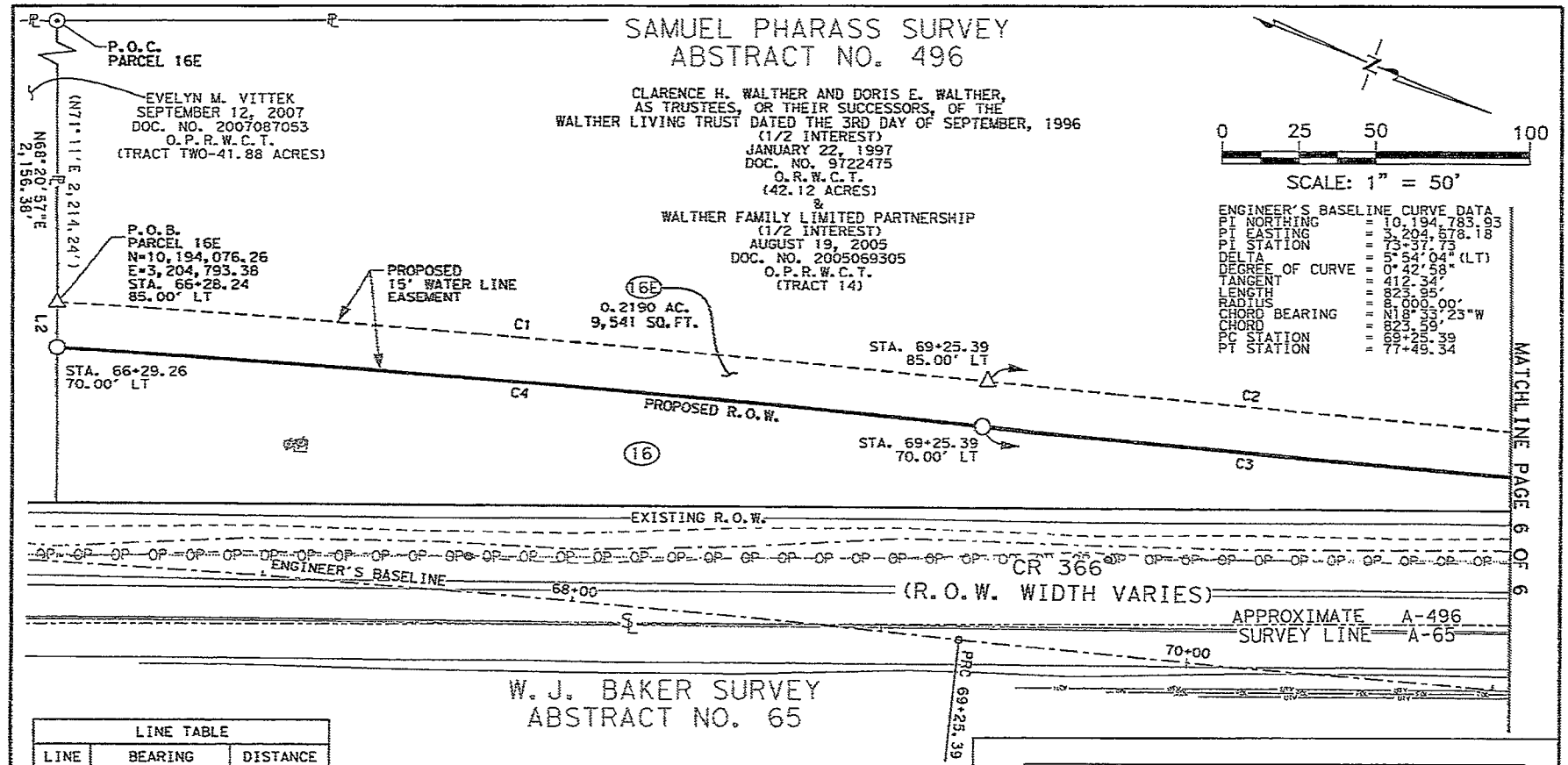
DEED	ACQUISITION	REMAINING LT
42.12 AC. 1,834,747 SQ.FT.	N/A	41.75 AC. 1,818,734 SQ.FT.

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 16E

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2021 | SCALE: N.T.S.



LINE TABLE		
LINE	BEARING	DISTANCE
L2	S68°20'57"W	15.04'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	300.31'	8,085.00'	02°07'42" RT	N16°40'12"W	300.29'
C2	336.23'	7,915.00'	02°26'02" LT	N16°49'22"W	336.20'
C3	336.87'	7,930.00'	02°26'02" RT	S16°49'22"E	336.84'
C4	298.72'	8,070.00'	02°07'15" LT	S16°39'59"E	298.70'

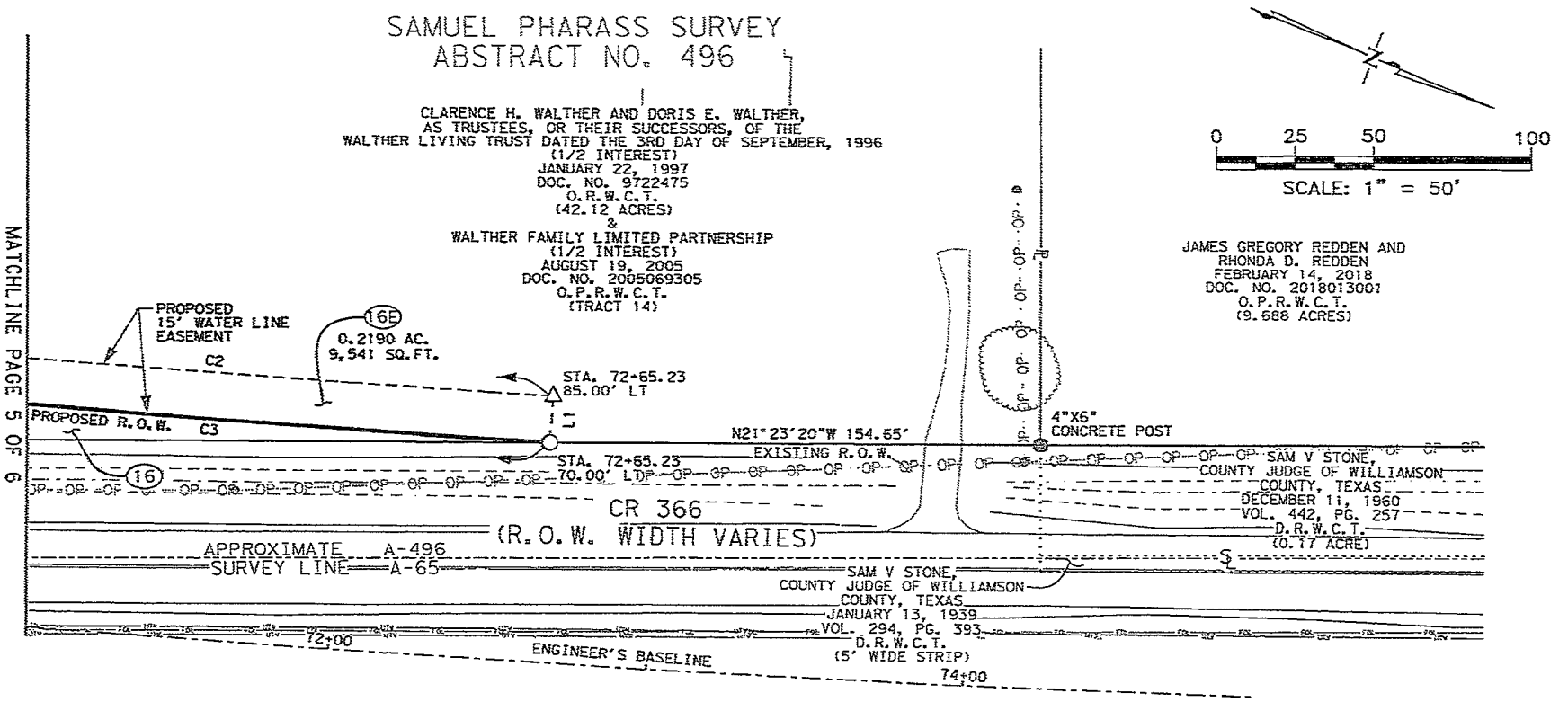
ENGINEER'S BASELINE CURVE DATA
PI NORTHING = 10,193,988.96
PI EASTING = 3,204,900.23
PI STATION = 65+13.06
DELTA = 5°54'41" (RT)
DEGREE OF CURVE = 0°42'58"
TANGENT = 413.06'
LENGTH = 825.39'
RADIUS = 8,000.00'
CHORD BEARING = N18°33'42"W
CHORD = 825.03'
PC STATION = 61+00.00
PT STATION = 69+25.39

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 16E

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2021 | SCALE: 1"=50'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N71°57'37"E	15.00'

W. J. BAKER SURVEY
ABSTRACT NO. 65

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C2	336.23'	7,915.00'	02°26'02" LT	N16°49'22"W	336.20'
C3	336.87'	7,930.00'	02°26'02" RT	S16°49'22"E	336.84'

ENGINEER'S BASELINE CURVE DATA
PI NORTHING = 10,194,783.93
PI EASTING = 3,204,678.18
PI STATION = 73+37.73
DELTA = 5°54'04" (LT)
DEGREE OF CURVE = 0°42'56"
TANGENT = 412.34'
LENGTH = 823.95'
RADIUS = 8,000.00'
CHORD BEARING = N18°33'23"W
CHORD = 823.59'
PC STATION = 69+25.39
PT STATION = 77+49.34

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 16E

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2021 | SCALE: 1"=50'

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2021128452

Pages: 11 Fee: $57.00
08/24/2021 04:22 PM
LMUELLER

Nancy E. Rister, County Clerk
Williamson County,Texas

ELECTRONICALLY RECORDED 2021118223
Williamson County, Texas Total Pages: 10

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

EVELYN M. VITTEK ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across one parcel totaling approximately 0.1055 acre (4,594 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (Collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

Recorded By: SCT-1993200
Texas National Title

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: N/A

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this 9th day of July, 2021.

[signature page follows]

GRANTORS:

Evelyn M. Vittek

Evelyn M. Vittek

Acknowledgment

STATE OF TEXAS)

COUNTY OF Williamson

This instrument is acknowledged before me on the 9th day of July, 2021, by Evelyn M. Vittek, in the capacity and for the purposes and consideration recited herein.

DEBORAH STEARNS MURPHY
Notary Public, State of Texas
Comm. Expires 10-26-2021
Notary ID 345883-1

Deborah Stearns Murphy

Notary Public, State of Texas
Printed Name: Deborah Stearns Murphy
My Commission Expires: 10-26-2021

Order Number: T-149326

EXHIBIT "A"
LEGAL DESCRIPTION

Being 4,594 square foot (0.1055 of one acre) parcel of land, more or less, out of the SAMUEL PHARASS SURVEY, ABSTRACT NO. 496, in Williamson County, Texas, and being a portion of that tract described as 41.88 acres (Tract Two) conveyed to Evelyn M. Vittek by Special Warranty Deed dated September 12, 2007, recorded in Document No. 2007087053, Official Public Records, Williamson County, Texas. Said 4,594 square foot (0.1055 of one acre) parcel of land being more particularly described by metes and bounds shown in Exhibit "A-1" attached hereto and made a part hereof.

Note: Company does not represent that the above acreage and/or square footage calculations are correct.

Exhibit "A-1"

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

May 21, 2021

PROPERTY DESCRIPTION FOR EASEMENT 13E

DESCRIPTION OF a 4,594 square foot (0.1055 of one acre) water line easement out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion of that tract described as 41.88 acres (Tract Two) conveyed to Evelyn M. Vittek by Special Warranty Deed dated September 12, 2007, as recorded in Document No. 2007087053, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 4,594 square foot (0.1055 of one acre) water line easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron pipe found at the northwest corner of said 41.88 acre tract and the southwest corner of that tract described as 42.12 acres conveyed to Clarence H. Walther and Doris E. Walther, as Trustees or their Successors, of the Walther Living Trust dated the 3rd day of September, 1996 (1/2 Interest) by Special Warranty Deed dated January 22, 1997, as recorded in Document No. 9722475, Official Records, Williamson County, Texas (O.R.W.C.T.), and conveyed to the Walther Family Limited Partnership (1/2 Interest-Tract 14) by Contribution Deed dated August 19, 2005, as recorded in Document No. 2005069305, O.P.R.W.C.T.;

THENCE, N 68°20'57" E, along the north line of said 41.88 acre tract, with the south line of said 42.12 acre tract, a distance of 2,156.38 feet to a point, being the northwest corner of this easement, for the **POINT OF BEGINNING**, being 85.00 feet left of Engineer's Baseline Station 66+28.24, and having Surface Coordinates of North=10,194,076.26, East=3,204,793.38;

1) **THENCE, N 68°20'57" E**, continuing along the north line of said 41.88 acre tract, with the south line of said 42.12 acre tract, a distance of **15.04 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the proposed west right-of-way line of County Road 366 (CR 366), 70.00 feet left of Engineer's Baseline Station 66+29.26, being on a curve to the left, also being the northeast corner of this easement;

2) **THENCE**, along the proposed west right-of-way line of CR 366 and said curve to the left, crossing said 41.88 acre tract, an arc distance of **306.50 feet**, through a central angle of **02°10'34"**, having a radius of **8,070.00 feet**, a chord bearing of **S 18°48'53" E**, and a chord distance of **306.48 feet** to a point, 70.00 feet left of Engineer's Baseline Station 63+25.42, being the southeast corner of this easement;

PROPERTY DESCRIPTION FOR EASEMENT 13E

3) **THENCE, S 70°12'13" W,** crossing said 41.88 acre tract, a distance of **15.00 feet** to a point, 85.00 feet left of Engineer's Baseline Station 63+25.45, at the beginning of a curve to the right, being the southwest corner of this easement;

4) **THENCE,** with said curve to the right, crossing said 41.88 acre tract, an arc distance of **306.01 feet,** through a central angle of **02°10'07",** having a radius of **8,085.00 feet,** a chord bearing of **N 18°49'06" W,** and a chord distance of **305.99 feet** to the **POINT OF BEGINNING** and containing 4,594 square feet (0.1055 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

LEGEND

■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—S—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2021.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

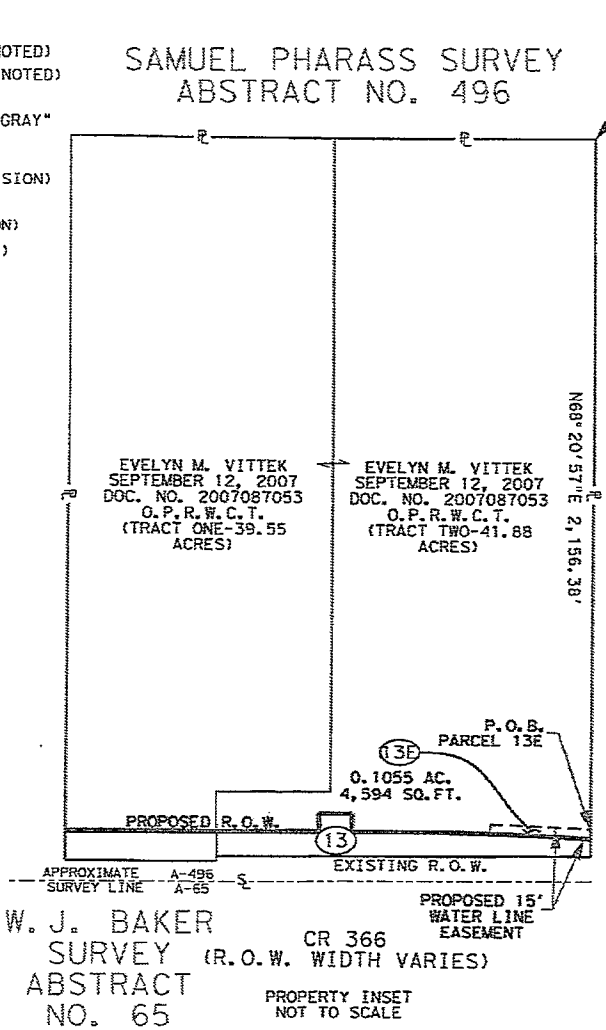
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

PRELIMINARY

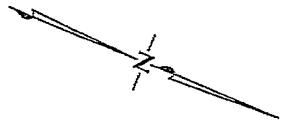
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

5/21/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE



PROPERTY INSET
NOT TO SCALE



THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2022578-GTN ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 14, 2020, ISSUED DATE MAY 22, 2020.

10. THE FOLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

A. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT AS DESCRIBED IN VOLUME 299, PAGE 533, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT

B. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT AS DESCRIBED IN VOLUME 348, PAGE 409, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT

C. JONAH WATER SUPPLY CORP. WATER LINE EASEMENT AS DESCRIBED IN VOLUME 564, PAGE 62, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT

REVISIONS

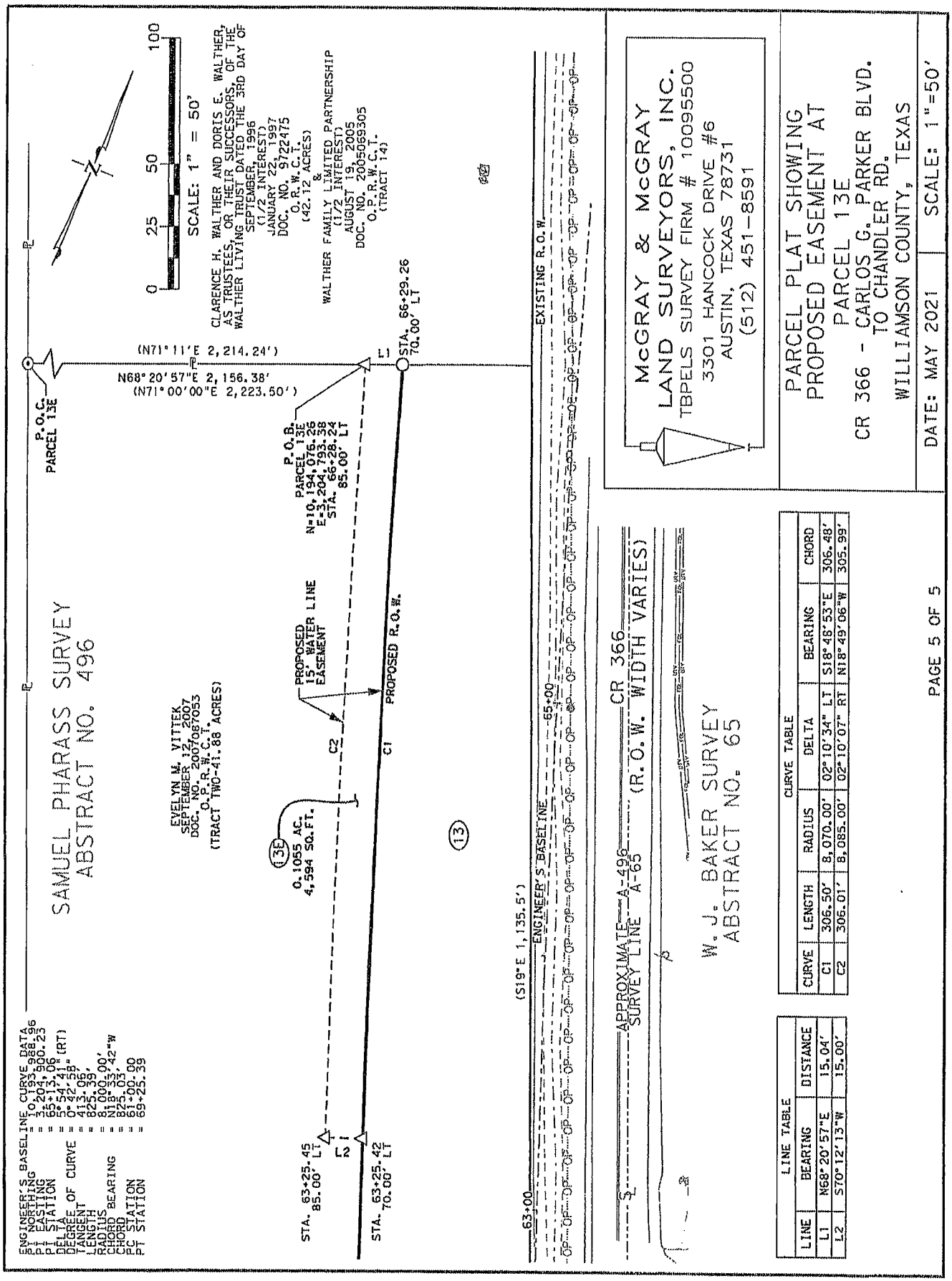
CALCULATED	ACQUISITION	REMAINING LT
81.43 AC. 3,547,091 SQ.FT.	N/A	78.62 AC. 3,424,529 SQ.FT.

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 13E

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2021 | SCALE: N.T.S.


ENGINEER'S BASELINE CURVE DATA
PI NORTHING = 10,193,988.96
PI EASTING = 3,204,900.23
PI STATION = 65+13.06
DELTA = 5°54'41" (RT)
DEGREE OF CURVE = 0°42'58"
TANGENT = 413.06'
LENGTH = 825.39'
RADIUS = 8,000.00'
CHORD BEARING = N18°33'42"W
CHORD = 825.03'
PC STATION = 61+00.00
PT STATION = 69+25.39
SAMUEL PHARASS SURVEY
ABSTRACT NO. 496
W. J. BAKER SURVEY
ABSTRACT NO. 65
EVELYN M. VITTEK
SEPTEMBER 12, 2007
DOC. NO. 2007087053
O.P.R.W.C.T.
(TRACT TWO-41.88 ACRES)
CLARENCE H. WALTHER AND DORIS E. WALTHER, AS TRUSTEES, OR THEIR SUCCESSORS, OF THE WALTHER LIVING TRUST DATED THE 3RD DAY OF SEPTEMBER, 1996
(1/2 INTEREST)
JANUARY 22, 1997
DOC. NO. 9722475
O.R.W.C.T.
(42.12 ACRES)
&
WALTHER FAMILY LIMITED PARTNERSHIP
(1/2 INTEREST)
AUGUST 19, 2005
DOC. NO. 2005069305
O.P.R.W.C.T.
(TRACT 14)
SCALE: 1" = 50'
0
25
50
100
P.O.C.
PARCEL 13E
(N71°11'E 2,214.24')
N68°20'57"E 2,156.38'
(N71°00'00"E 2,223.50')
P.O.B.
PARCEL 13E
N=10,194,076.26
E=3,204,793.38
STA. 66+28.24
85.00' LT
STA. 66+29.26
70.00' LT
L1
PROPOSED
15' WATER LINE
EASEMENT
C2
C1
PROPOSED R.O.W.
STA. 63+25.45
85.00' LT
STA. 63+25.42
70.00' LT
L2
13E
0.1055 AC.
4,594 SQ.FT.
13
63+00
(S19°E 1,135.5')
ENGINEER'S BASELINE
65+00
EXISTING R.O.W.
APPROXIMATE
SURVEY LINE
A-496
A-65
CR 366
(R.O.W. WIDTH VARIES)
LINE TABLE
LINE | BEARING | DISTANCE
L1 | N68°20'57"E | 15.04'
L2 | S70°12'13"W | 15.00'
CURVE TABLE
CURVE | LENGTH | RADIUS | DELTA | BEARING | CHORD
C1 | 306.50' | 8,070.00' | 02°10'34" LT | S18°48'53"E | 306.48'
C2 | 306.01' | 8,085.00' | 02°10'07" RT | N18°49'06"W | 305.99'
McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
PARCEL PLAT SHOWING
PROPOSED EASEMENT AT
PARCEL 13E
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS
DATE: MAY 2021
SCALE: 1"=50'
PAGE 5 OF 5

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2021118223

Pages: 10 Fee: $53.00
08/05/2021 08:51 AM

Nancy E. Rister, County Clerk
Williamson County, Texas

ELECTRONICALLY RECORDED 2022026947
Williamson County, Texas Total Pages: 11

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

BINSTOR LLC ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across certain property totaling approximately 0.0536 acre (2,336 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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PURPOSE OF EASEMENT:

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The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, ingress and egress to the Easement shall be from adjacent public right of way only, unless in case of public emergency or otherwise agreed between Grantor and Grantee in advance.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

EXISTING ENCROACHMENTS:

The parties hereby acknowledge that there are an existing sign (SIGN-"LINEA DE VIDA") and cross (IRON CROSS) structures of Grantor or its tenants which encroach within the Easement Tract in the locations as shown on the sketch which accompanies Exhibit "A" (the "Encroachments"), and that Grantor hereby retains the right to maintain, repair, and replace these two identified Encroachments in their existing form and locations, provided that the Grantor provides adequate protection of the Grantee's waterline facilities during any such maintenance, repair or replacement activities and reimburses Grantee for any damage caused to Grantee's facilities within the Easement by such activities. Grantor further acknowledges that as part of the proposed installation of the waterline facilities identified herein, Grantee, its agents or contractors shall at its sole discretion and cost be permitted to permanently remove the rocks identified as "LARGE ROCKS" on the sketch to accompany Exhibit "A" from the Easement Tract if determined to interfere with installation or operation of the Facilities.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: Doc # 20200939840

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, if Grantor's property is located within Grantee's water service area, then effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this 22 day of Feb, 2022.

[signature page follows]

GRANTOR:

BINSTOR LLC

By: _____
Robert Marks, Manager

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 22 day of Feb, 2022, by Robert Marks, in the capacity and for the purposes and consideration recited herein.

ERIN FOSTER
Notary ID #132924004
My Commission Expires
February 11, 2025

_____
Notary Public, State of Texas
Printed Name: Erin Foster
My Commission Expires: 2-11-2025

JOINDER AND CONSENT OF LIENHOLDER TO WATER LINE EASEMENT

THE RIDGE FELLOWSHIP DBA UPWARDS CHURCH, as Beneficiary under a Deed of Trust executed by Binstor LLC to William C. Shaddock, Trustee, recorded in Document No. 2020093986 of the Official Records of Williamson County, Texas (the "Grantor Security Documents") that create liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibit "A" ("Grantor Liens"), executes this water line easement ("Easement") for the limited purpose of (i) consenting to the terms and conditions of the foregoing Easement and (ii) agreeing that the Grantor Security Documents and the Grantor Liens are and shall be subordinate and inferior to all of the easements, restrictions, terms and provisions of the Easement, so that no enforcement of the terms of the Grantor Security Documents shall amend, impair or otherwise affect the easements, restrictions, terms or provisions of said Easement.

THE RIDGE FELLOWSHIP
DBA UPWARDS CHURCH

By: Kenneth Darrell Koop

Name: Kenneth Darrell Koop

Title: Lead Pastor

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this 10th day of February, 2021, by Kenneth Darrell Koop, the Lead Pastor of The Ridge Fellowship dba Upwards Church, known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration recited herein.

DEBORAH EVERETT
Notary Public, State of Texas
Comm. Expires 10-26-2025
Notary ID 3458831

Deborah Everett
Notary Public in and for the State of Texas

Order Number: T-149318

EXHIBIT "A"
LEGAL DESCRIPTION

Easement estate for a water line easement over and across a 2,336 square foot (0.0536 of one acre) tract of land, more or less, out of the SAMUEL PHARASS SURVEY, ABSTRACT NO. 496, in Williamson County, Texas, being a portion of that tract described as 5.832 acres conveyed to Binstor LLC by Warranty Deed with Vendor's Lien dated August 7, 2020, as recorded in Document No. 2020093985, Official Public Records, Williamson County, Texas; said 2,336 square foot (0.0536 of one acre) water line easement being more particularly described by metes and bounds on Exhibit "A-1" attached hereto.

Note: Company does not represent that the above acreage and/or square footage calculations are correct.

Exhibit "A-1"

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

November 15, 2021

PROPERTY DESCRIPTION FOR EASEMENT 5E

DESCRIPTION OF a 2,336 square foot (0.0536 of one acre) water line easement out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, being a portion of that tract described as 5.832 acres conveyed to Binstor LLC by Warranty Deed with Vendor's Lien dated August 7, 2020, as recorded in Document No. 2020093985, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 2,336 square foot (0.0536 of one acre) water line easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found at the southwest corner of said 5.832 acre tract and the northwest corner of that tract described as 3.06 acres conveyed to S Dowdy, Inc. by Warranty Deed with Vendor's Lien dated June 20, 2013, as recorded in Document No. 2013058136, O.P.R.W.C.T., said 3.06 acre tract being further described in Document No. 2004044175, O.P.R.W.C.T.;

THENCE, N 68°20'07" E, along the south line of said 5.832 acre tract and the north line of said 3.06 acre tract, a distance of 470.36 feet to a point, being the southwest corner of this easement, for the **POINT OF BEGINNING**, being 85.00 feet left of Engineer's Baseline Station 38+83.22, and having Surface Coordinates of North=10,191,510.54, East=3,205,783.77;

1) **THENCE, N 21°27'49" W**, crossing said 5.832 acre tract, a distance of **155.79 feet** to a point, 85.00 feet left of Engineer's Baseline Station 40+39.01, being the northwest corner of this easement;

2) **THENCE, N 68°32'11" E**, crossing said 5.832 acre tract, a distance of **15.00 feet** to a point in the proposed west right-of-way line of County Road 366 (CR 366), 70.00 feet left of Engineer's Baseline Station 40+39.01, being the northeast corner of this easement;

3) **THENCE, S 21°27'49" E**, along the proposed west right-of-way line of CR 366, crossing said 5.832 acre tract, a distance of **155.73 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the south line of said 5.832 acre tract and the north line of said 3.06 acre tract, 70.00 feet left of Engineer's Baseline Station 38+83.28, being the southeast corner of this easement;

PROPERTY DESCRIPTION FOR EASEMENT 5E

4) **THENCE, S 68°20'07" W,** along the south line of said 5.832 acre tract and the north line of said 3.06 acre tract, a distance of **15.00 feet** to the **POINT OF BEGINNING** and containing 2,336 square feet (0.0536 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

Right-of-entry was unable to be obtained at the time of survey. Monuments along the proposed right-of-way line were unable to be set, where noted.

A parcel plat of even date was prepared in conjunction with this property description.

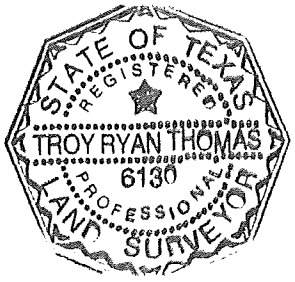
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 15th day of November, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



TRT 11/15/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 366 Williamson County/Parcel 5E

LEGEND

■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—S—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

NOTES:

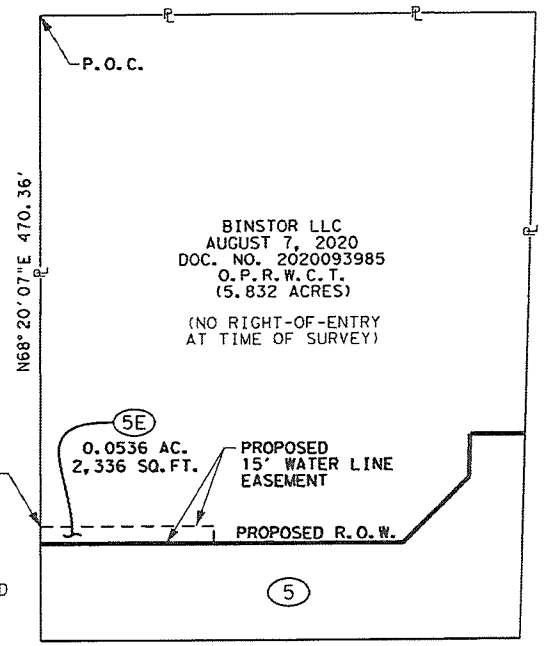
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN NOVEMBER 2021.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH OCTOBER 2021.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND OCTOBER 2021.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
6. RIGHT-OF-ENTRY WAS UNABLE TO BE OBTAINED AT THE TIME OF SURVEY. MONUMENTS ALONG THE PROPOSED R.O.W. LINE WERE UNABLE TO BE SET WHERE NOTED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

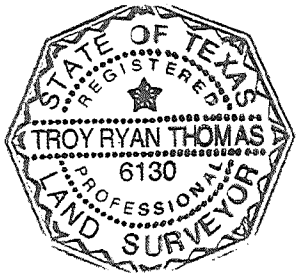
11/15/2021

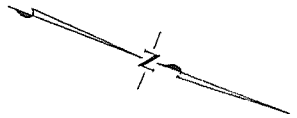
TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496



PROPERTY INSET
NOT TO SCALE





THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-149318 ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 8, 2021, ISSUED DATE JUNE 22, 2021.

10. THE FOLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

1. EASMENT AND EASEMENT RIGHTS AS SET OUT IN VOLUME 883, PAGE 734 AND VOLUME 942, PAGE 889 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS- DOES NOT AFFECT

REVISIONS

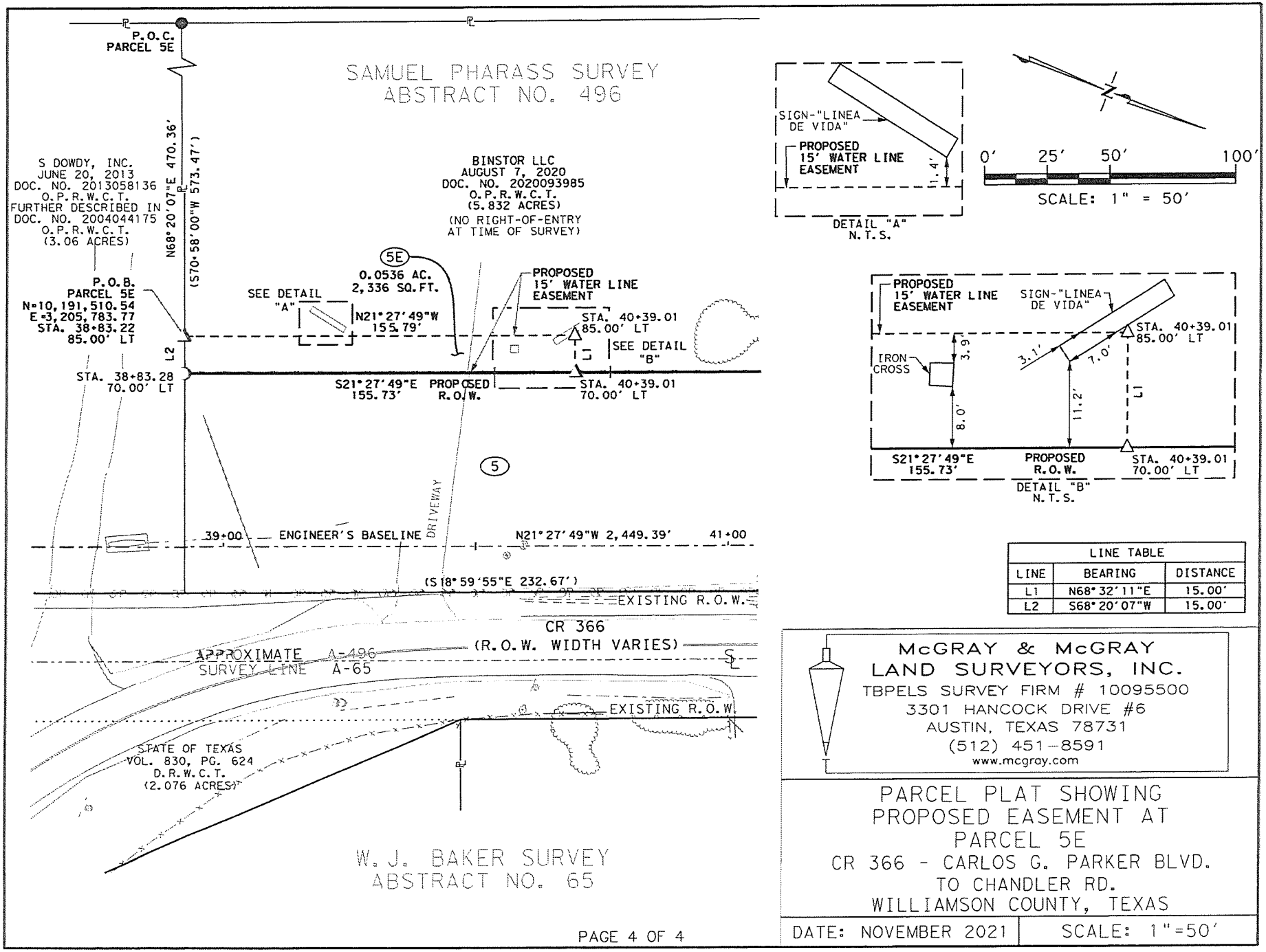
DEED	ACQUISITION	REMAINING LT
5.832 AC. (254,042 SQ. FT.)	N/A	4.796 AC. (208,922 SQ. FT.)

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 5E

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: NOVEMBER 2021 | SCALE: N.T.S.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N68° 32' 11"E	15.00'
L2	S68° 20' 07"W	15.00'

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 5E

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: NOVEMBER 2021 | SCALE: 1"=50'

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2022026947

Pages: 11 Fee: $62.00
03/02/2022 01:12 PM
PKINNE

Nancy E. Rister, County Clerk
Williamson County,Texas

ELECTRONICALLY RECORDED 2022068179
Williamson County, Texas Total Pages: 11

WATERLINE EASEMENT

County Road 366

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

S. DOWDY, INC., a Texas corporation ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey on an as-is, where-as basis, with all faults and defects, unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across certain property totaling approximately 0.0802 acre (3,494 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all monetary encumbrances and liens except the following: N/A.

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this 2nd day of June, 2022.

[signature page follows]

GRANTOR:

S DOWDY, INC., a Texas corporation

By: _____
Samuel D. Dowdy, Sr.

By: _____
Rhonda R. Dowdy

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 2nd day of June, 2022, by Samuel S. Dowdy and Rhonda R. Dowdy, in the capacity and for the purposes and consideration recited herein.

DEBORAH EVERETT
Notary Public, State of Texas
Comm. Expires 10-26-2025
Notary ID 3458831

_____
Notary Public, State of Texas
Printed Name: DEBORAH Everett
My Commission Expires: 10-26-2025

JOINDER AND CONSENT OF LIENHOLDER TO WATER LINE EASEMENT

CLASSIC BANK, NATIONAL ASSOCIATION, as Beneficiary under Deeds of Trust executed by S Dowdy, Inc. to Richard Earl Williams, Jr., Trustee, recorded in Document Nos. 2013058137 and 2017050475 of the Official Records of Williamson County, Texas (the "Grantor Security Documents") that create liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibit "A" ("Grantor Liens"), executes this water line easement ("Easement") for the limited purpose of (i) consenting to the terms and conditions of the foregoing Easement and (ii) agreeing that the Grantor Security Documents and the Grantor Liens are and shall be subordinate and inferior to all of the easements, restrictions, terms and provisions of the Easement, so that no enforcement of the terms of the Grantor Security Documents shall amend, impair or otherwise affect the easements, restrictions, terms or provisions of said Easement.

CLASSIC BANK, NATIONAL ASSOCIATION

By: _____

Name: Gary Pietsch

Title: EVP

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Lee

This instrument was acknowledged before me on this 29 day of April, ~~2021~~ 2022, by Gary Pietsch, the EVP of Classic Bank, National Association, known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration recited herein.

CHRISTIN REECE
Notary Public, State of Texas
Notary ID# 12623055-9
My Commission Expires
AUGUST 24, 2023

_____
Notary Public in and for the State of Texas

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

September 15, 2021

PROPERTY DESCRIPTION FOR EASEMENT 4E

DESCRIPTION OF a 3,494 square foot (0.0802 of one acre) water line easement out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, being a portion of that tract described as 3.06 acres conveyed to S Dowdy, Inc. by Warranty Deed with Vendor's Lien dated June 20, 2013, as recorded in Document No. 2013058136, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said 3.06 acre tract being further described in Document No. 2004044175, O.P.R.W.C.T.; said 3,494 square foot (0.0802 of one acre) water line easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod in a 3/4-inch iron pipe found at the southwest corner of said 3.06 acre tract and the southeast corner of that tract described as 1.28 acres conveyed to Tractor Tire, LLC by General Warranty Deed dated December 5, 2019, as recorded in Document No. 2019117995, O.P.R.W.C.T., being in the north line of that tract described as 38.64 acres conveyed to D&L Land Development, LLC by Warranty Deed with Vendor's Lien dated May 17, 2019, as recorded in Document No. 2019043444, O.P.R.W.C.T.;

THENCE, N 68°21'58" E, along the south line of said 3.06 acre tract, with the north line of said 38.64 acre tract, a distance of 469.63 feet to a point, being the southwest corner of this easement, for the **POINT OF BEGINNING**, 85.00 feet left of Engineer's Baseline Station 36+50.30, and having Surface Coordinates of North=10,191,293.76, East=3,205,869.00;

1) **THENCE, N 21°27'49" W**, crossing said 3.06 acre tract, a distance of **232.93 feet** to a point, 85.00 feet left of Engineer's Baseline Station 38+83.22, being in the north line of said 3.06 acre tract and the south line of that tract described as 5.832 acres conveyed to Binstor LLC by Warranty Deed with Vendor's Lien dated August 7, 2020, as recorded in Document No. 2020093985, O.P.R.W.C.T., also being the northwest corner of this easement, from which a 1/2-inch iron rod found at the northwest corner of said 3.06 acre tract and the southwest corner of said 5.832 acre tract, being in the east line of said 1.28 acre tract, bears S 68°20'07" W, along the north line of said 3.06 acre tract and the south line of said 5.832 acre tract, a distance of 470.36 feet;

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR EASEMENT 4E

2) **THENCE, N 68°20'07" E**, along the north line of said 3.06 acre tract, with the south line of said 5.832 acre tract, a distance of **15.00 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the proposed west right-of-way line of County Road 366 (CR 366), 70.00 feet left of Engineer's Baseline Station 38+83.28, being the northeast corner of this easement;

3) **THENCE, S 21°27'49" E**, along the proposed west right-of-way line of CR 366, crossing said 3.06 acre tract, a distance of **232.94 feet** to a 1/2-inch iron rod with "Mcgray & Mcgray" cap set in the south line of said 3.06 acre tract and the north line of said 38.64 acre tract, 70.00 feet left of Engineer's Baseline Station 36+50.34, being the southeast corner of this easement;

4) **THENCE, S 68°21'58" W**, along the south line of said 3.06 acre tract and the north line of said 38.64 acre tract, a distance of **15.00 feet** to the **POINT OF BEGINNING** and containing 3,494 square feet (0.0802 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

September 15, 2021

PROPERTY DESCRIPTION FOR EASEMENT 4E

A parcel plat of even date was prepared in conjunction with this property description.

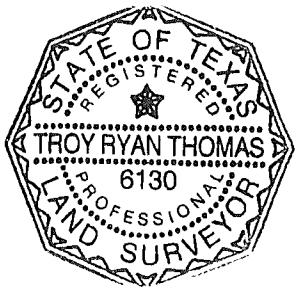
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 15th day of September, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



TRT 9/15/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 4E

LEGEND

■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—S—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

NOTES:

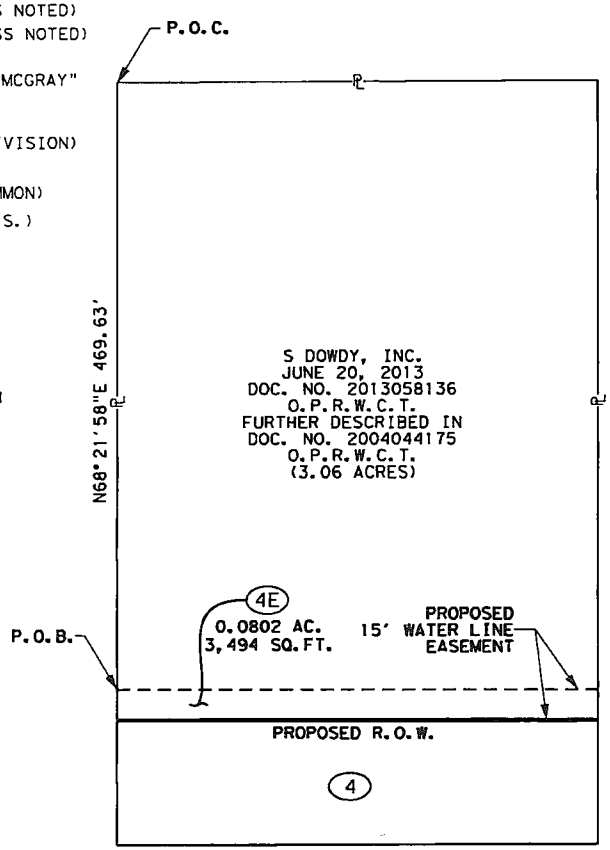
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN SEPTEMBER 2021.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH JUNE 2021.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

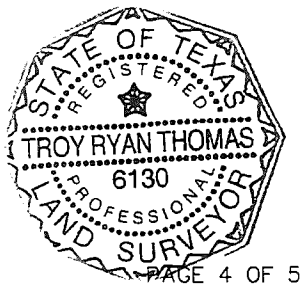
9/15/2021

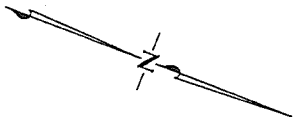
TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496



PROPERTY INSET
NOT TO SCALE





THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-149323 ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE: JUNE 8, 2021, ISSUED DATE: JUNE 22, 2021.

10. THE FOLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
-NO EASEMENT DOCUMENTS LISTED

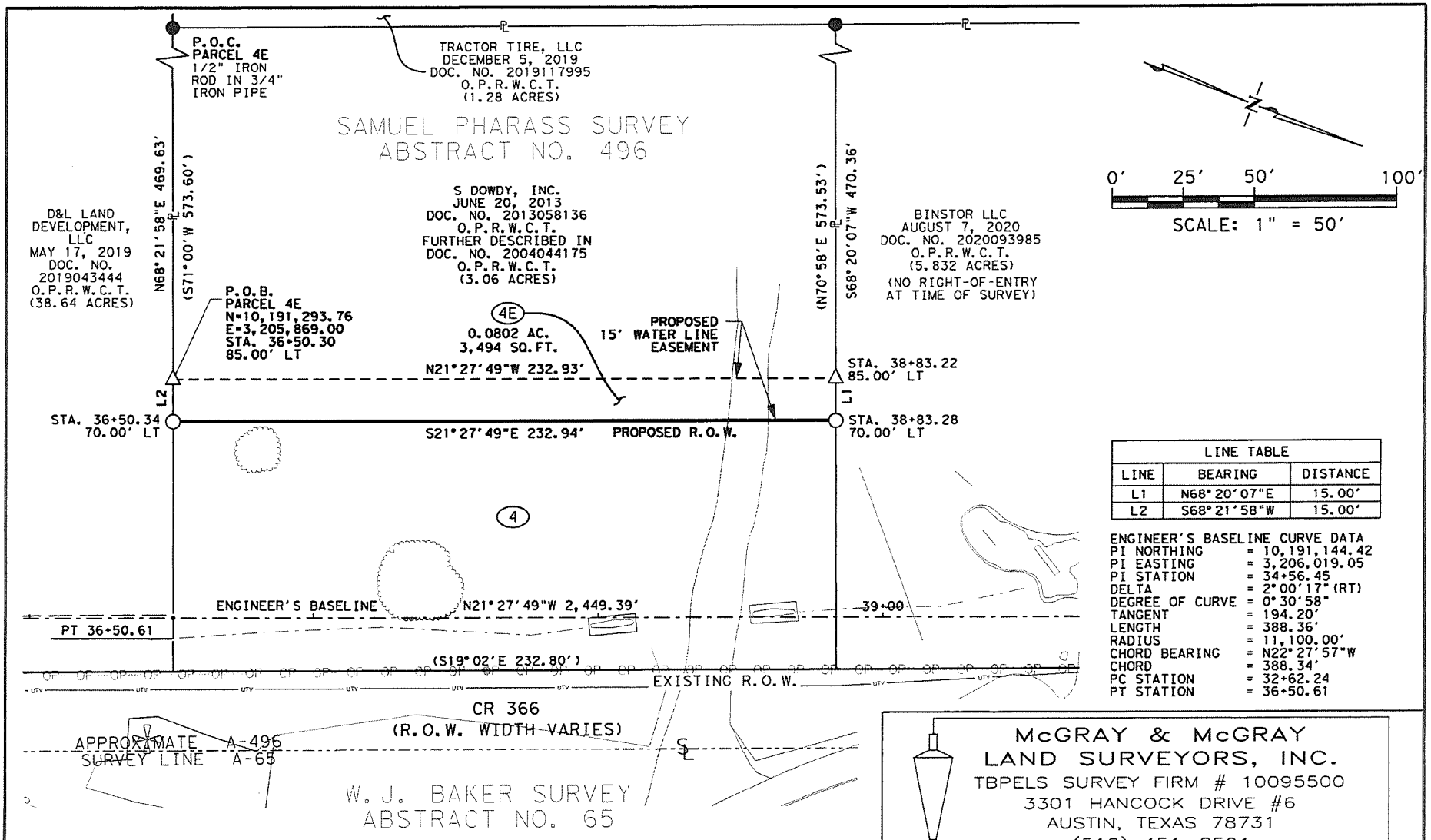
REVISIONS

DEED	ACQUISITION	REMAINING LT
3.06 AC. (133,294 SQ. FT.)	N/A	2.59 AC. (112,657 SQ. FT.)

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PROPOSED EASEMENT AT
PARCEL 4E
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2021 | SCALE: N.T.S.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N68°20'07"E	15.00'
L2	S68°21'58"W	15.00'

ENGINEER'S BASELINE CURVE DATA

PI NORTHING	= 10,191,144.42
PI EASTING	= 3,206,019.05
PI STATION	= 34+56.45
DELTA	= 2°00'17" (RT)
DEGREE OF CURVE	= 0°30'58"
TANGENT	= 194.20'
LENGTH	= 388.36'
RADIUS	= 11,100.00'
CHORD BEARING	= N22°27'57"W
CHORD	= 388.34'
PC STATION	= 32+62.24
PT STATION	= 36+50.61

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PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 4E

CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2021 | SCALE: 1"=50'

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2022068179

Pages: 11 Fee: $62.00
06/02/2022 03:12 PM
MBARRICK

Nancy E. Rister, County Clerk
Williamson County,Texas

ELECTRONICALLY RECORDED 2021109690
Williamson County, Texas Total Pages: 10

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

PAUL A. KROSCHEWSKY ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across one parcel totaling approximately 0.0302 acre (1,314 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

Recorded By: BUT-1493041SB

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: _____

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this 13 day of July, 2021.

[signature page follows]

GRANTOR:

Paul A. Kroschewsky

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 13 day of July, 2021, by Paul A. Kroschewsky, in the capacity and for the purposes and consideration recited herein.

Stacie Barnes
Notary Public, State of Texas
Comm. Expires 05/31/2025
Notary ID 12944255-7

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

Exhibit "A "

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

June 24, 2021

PROPERTY DESCRIPTION FOR EASEMENT 15E

DESCRIPTION OF a 1,314 square foot (0.0302 of one acre) water line easement out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being a portion of that tract described as 26.172 acres conveyed to Paul A. Kroschewsky (1/2 Interest) by Warranty Deed dated February 22, 2019, as recorded in Document No. 2019014336, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), and being a remaining portion of a 78.515 acre tract conveyed to Paul A. Kroschewsky (1/2 Interest) by General Warranty Deed dated May 22, 2017, as recorded in Document No. 2017047195, O.P.R.W.C.T.; said 1,314 square foot (0.0302 of one acre) water line easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with a "TRIAD" cap found (leaning) in the south line of that tract described as 78.562 acres conveyed to Sandra Sue Altman by Warranty Deed dated February 22, 2019, as recorded in Document No. 2019014333, O.P.R.W.C.T., being in the north margin of County Road 367 (CR 367, varying width);

THENCE, S 68°23'40" W, along the north margin of CR 367, with the south line of said 78.562 acre tract, passing at a distance of 404.19 feet a point at the southeast corner of said 26.172 acre tract and the southwest corner of said 78.562 acre tract, being in the south line of the original 78.515 acre tract, continuing along the north margin of CR 367, with the south line of said 26.172 acre tract and said 78.515 acre tract, a distance of 345.58 feet for a total distance of 749.77 feet to a point, being the southeast corner of this easement, for the **POINT OF BEGINNING**, 135.84 feet right of Engineer's Baseline Station 62+87.46, and having Surface Coordinates of North=10,193,826.71, East=3,205,112.53;

1) **THENCE, S 68°23'40" W**, along the south line of said 26.172 acre tract and said 78.515 acre tract, with the north margin of CR 367, a distance of **18.96 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the proposed east right-of-way of CR 366, 116.88 feet right of Engineer's Baseline Station 62+86.98, being the southwest corner of this easement, from which a 1/2-inch iron rod with a "TRIAD" cap found at the southwest corner of said 26.172 acre tract, and being in the existing east margin of County Road 366 (CR 366, varying width) bears S 68°23'40" W, a distance of 50.00 feet;

PROPERTY DESCRIPTION FOR EASEMENT 15E

2) **THENCE, N 63°55'09" W,** along the proposed east right-of-way line of CR366, crossing said 26.172 acre tract, a distance of **67.59 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set, for the beginning of a curve to the right, 70.00 feet right of Engineer's Baseline Station 63+36.24, being a west corner of this easement;

3) **THENCE, 19.01 feet,** along the arc of said curve to the right and the proposed east right-of-way line of CR 366, crossing said 26.172 acre tract, through a central angle of **00°08'14"(RT),** having a radius of **7,930.00 feet,** and a chord bearing of **N 19°45'24" W,** a chord distance of **19.01** feet to a point, 70.00 feet right of Engineer's Baseline Station 63+55.42, being the northwest corner of this easement;

4) **THENCE, N 70°12'13" E,** crossing said 26.172 acre tract, a distance of **2.44 feet** to a point, 72.44 feet right of Engineer's Baseline Station 63+55.43, being a north corner of this easement;

5) **THENCE, S 63°55'09" E,** crossing said 26.172 acre tract, a distance of **72.90 feet** to a point, 123.12 feet right of Engineer's Baseline Station 63+02.38, being a north corner of this easement;

6) **THENCE, N 68°23'40" E,** crossing said 26.172 acre tract, a distance of **12.66 feet** to a point, 135.78 feet right of Engineer's Baseline Station 63+02.72, being the northeast corner of this easement;

7) **THENCE, S 20°20'20" E,** crossing said 26.172 acre tract, a distance of **15.00 feet** to the **POINT OF BEGINNING** and containing 1,314 square foot (0.0302 of one acre), more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

PROPERTY DESCRIPTION FOR EASEMENT 15E

A parcel plat of even date was prepared in conjunction with this property description.

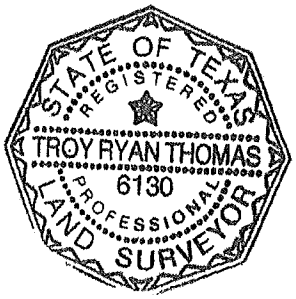
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 24th day of June, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



6/24/2021

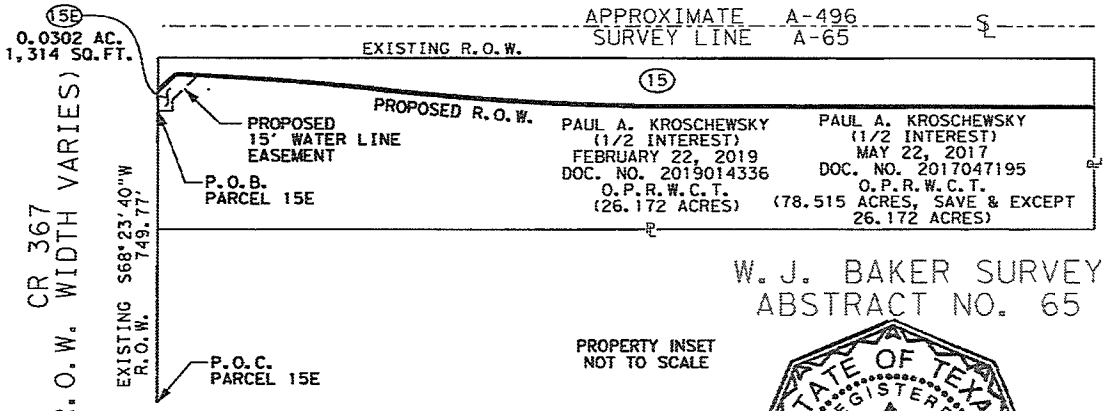
Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 15E

LEGEND

■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—℄—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TEXAS NATIONAL TITLE, INC. IN JUNE 2021.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2021.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.



I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

STATE OF TEXAS
REGISTERED
TROY RYAN THOMAS
6130
PROFESSIONAL
LAND SURVEYOR

6/24/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-149304 ISSUED BY TEXAS NATIONAL TITLE, INC., EFFECTIVE DATE JUNE 8, 2021, ISSUED DATE JUNE 21, 2021.

10. THE FOLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
    2. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT AS DESCRIBED IN VOLUME 281, PAGE 313, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
    3. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT AS DESCRIBED IN VOLUME 328, PAGE 34, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
    4. JONAH WATER SUPPLY CORP. WATER LINE EASEMENT AS DESCRIBED IN VOLUME 564, PAGE 63, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
    5. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN PROPERTY AGGREEMENT RECORDED IN DOCUMENT NO. 2017047192, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS- DOES NOT AFFECT

REVISIONS

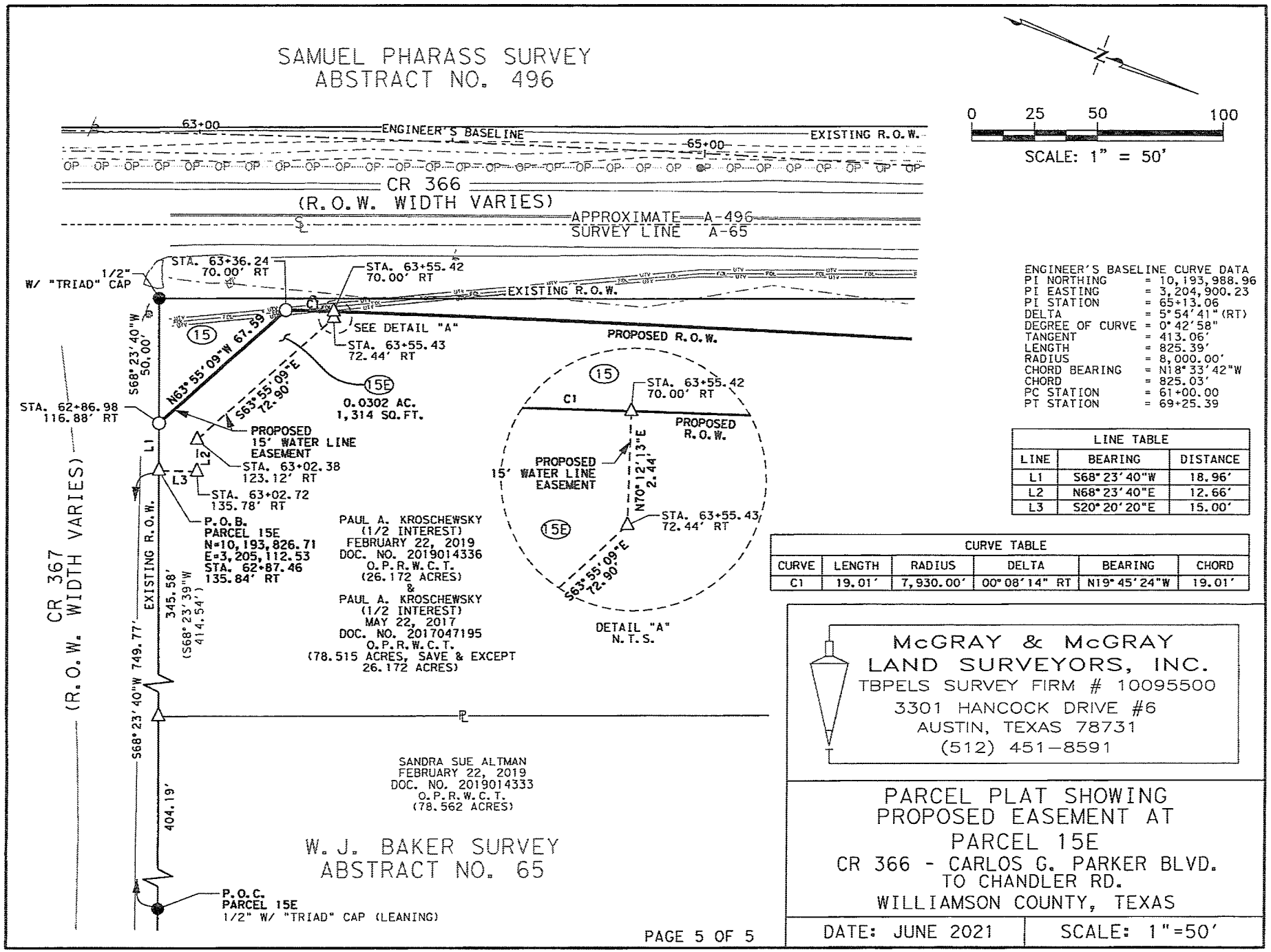
DEED	ACQUISITION	REMAINING RT
26.172 AC. 1,140,052 SQ.FT.	N/A	21.882 AC. 953,186 SQ.FT.

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 15E

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: JUNE 2021 | SCALE: N.T.S.



ENGINEER'S BASELINE CURVE DATA

PI NORTHING	= 10,193,988.96
PI EASTING	= 3,204,900.23
PI STATION	= 65+13.06
DELTA	= 5°54'41" (RT)
DEGREE OF CURVE	= 0°42'58"
TANGENT	= 413.06'
LENGTH	= 825.39'
RADIUS	= 8,000.00'
CHORD BEARING	= N18°33'42"W
CHORD	= 825.03'
PC STATION	= 61+00.00
PT STATION	= 69+25.39

LINE TABLE

LINE	BEARING	DISTANCE
L1	S68°23'40"W	18.96'
L2	N68°23'40"E	12.66'
L3	S20°20'20"E	15.00'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	19.01'	7,930.00'	00°08'14" RT	N19°45'24"W	19.01'

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 15E

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: JUNE 2021 | SCALE: 1"=50'

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2021109690

Pages: 10 Fee: $53.00
07/22/2021 08:19 AM

Nancy E. Rister, County Clerk
Williamson County, Texas

ELECTRONICALLY RECORDED 2022062237
Williamson County, Texas Total Pages: 13

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

JACK DALE HALL and CYNTHIA D. SURLES-HALL ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across certain property totaling approximately 0.0659 acre (2,871 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

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The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

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DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: -0-

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this 24th day of Sept, 2021.

[signature page follows]

GRANTOR:

Cynthia D. Surles-Hall

Cynthia D. Surles-Hall

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 24th day of September 2021, by Cynthia D. Surles Hall, in the capacity and for the purposes and consideration recited herein.

DEBORAH STEARNS MURPHY
Notary Public, State of Texas
Comm. Expires 10-26-2021
Notary ID 346883-1

Deborah Stearns Murphy
Notary Public, State of Texas
Printed Name: DEBORAH STEARNS MURPHY
My Commission Expires: 10-26-2021

GRANTOR:

Jack Dale Hall

Jack Dale Hall

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 24th day of September, 2021, by Jack Dale Hall, in the capacity and for the purposes and consideration recited herein.

DEBORAH STEARNS MURPHY
Notary Public, State of Texas
Comm. Expires 10-26-2021
Notary ID 345883-1

Deborah Stearns Murphy
Notary Public, State of Texas
Printed Name: DEBORAH Stearns Murphy
My Commission Expires: 10-26-2021

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

September 13, 2021

PROPERTY DESCRIPTION FOR EASEMENT 14E

DESCRIPTION OF a 2,871 square foot (0.0659 of one acre) water line easement consisting of two parts out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being a portion of the remainder of that tract described as 5.76 acres conveyed to Jack Dale Hall and wife, Cynthia D. Surles-Hall by Warranty Deed with Vendor's Lien dated August 7, 2003, as recorded in Document No. 2003077883, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 2,871 square foot (0.0659 of one acre) water line easement being more particularly described in two parts by metes and bounds as follows:

PART 1

COMMENCING at a 1/2-inch iron rod found at the southeast corner of said remainder of 5.76 acre tract, being in the north line of the remainder of that tract described as 10 acres conveyed to Ronnie C. Zett by Warranty Deed dated September 10, 1991, as recorded in Volume 2055, Page 308, Official Records, Williamson County, Texas (O.R.W.C.T.), from which a 1/2-inch iron rod found at the northeast corner of said remainder of 5.76 acre tract, being in the south margin of County Road 367 (CR 367, varying width), bears N 21°30'06" W, a distance of 559.54 feet;

THENCE, S 68°02'29" W, along the south line of said remainder of 5.76 acre tract, with the north line of said remainder of 10 acre tract, a distance of 391.17 feet to a point, being the southeast corner of this easement, for the **POINT OF BEGINNING**, 122.42 feet right of Engineer's Baseline Station 56+73.68, and having Surface Coordinates of North=10,193,252.72, East=3,205,321.66;

1) **THENCE, S 68°02'29" W**, continuing along the south line of said remainder of 5.76 acre tract and the north line of said remainder of 10 acre tract, a distance of **15.00 feet** to a point (unable to set; under water at time of survey) in the east margin of County Road 366 (CR366, varying width), being the southeast corner of a called 0.0567 acre tract conveyed to Williamson County, Texas by Deed dated February 27, 2021 and recorded in Document No. 2021037990, O.P.R.W.C.T, 107.42 feet right of Engineer's Baseline Station 56+73.55, being the southwest corner of this easement, from which a 1/2-inch iron rod found at the southwest corner of said 0.0567 acre Williamson County, Texas tract, bears S 68°02'29" W, a distance of 44.15 feet;

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

September 13, 2021

PROPERTY DESCRIPTION FOR EASEMENT 14E

2) **THENCE, N 21°34'16" W**, along the west line of said remainder of 5.76 acre tract and the east line of said 0.0567 acre Williamson County, Texas tract, with the east margin of CR 366, a distance of **34.45 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set, 107.36 feet right of Engineer's Baseline Station 57+08.00, being a west corner of this easement;

3) **THENCE, N 66°27'49" W**, continuing along the west line of said remainder of 5.76 acre tract and the east line of said 0.0567 acre Williamson County, Texas tract, with the east margin of CR 366, a distance of **61.31 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set at a corner in the west line of said remainder of 5.76 acre tract, being the northwest corner of said 0.0567 acre Williamson County, Texas tract, 64.00 feet right of Engineer's Baseline Station 57+51.35, being a west corner of this easement;

4) **THENCE, N 20°55'47" W**, continuing along the west line of said remainder of 5.76 acre tract and the east margin of CR 366, a distance of **21.02 feet** to a point, 64.20 feet right of Engineer's Baseline Station 57+72.37, being the northwest corner of this easement;

5) **THENCE, S 66°27'49" E**, crossing said remainder of 5.76 acre tract, a distance of **82.23 feet** to a point, 122.34 feet right of Engineer's Baseline Station 57+14.22, being an east corner of this easement;

6) **THENCE, S 21°34'16" E,** crossing said remainder of 5.76 acre tract, a distance of **40.55 feet** to the **POINT OF BEGINNING** and containing 1,639 square feet (0.0376 acres), more or less.

PART 2

COMMENCING at a 1/2-inch iron rod found at the northeast corner of said remainder of 5.76 acre tract, being in the south margin of said CR 367, from which a 1/2-inch iron rod found at the southeast corner of said remainder of 5.76 acre tract, being in the north line of said remainder of 10 acre tract, bears S 21°30'06' E, a distance of 559.54 feet;

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR EASEMENT 14E

THENCE, S 68°29'54" W, along the north line of said remainder of 5.76 acre tract, with the south margin of said CR 367, a distance of 376.32 feet to a point, being the northeast corner of this easement, for the **POINT OF BEGINNING**, 135.83 feet right of Engineer's Baseline Station 62+38.58, and having Surface Coordinates of North=10,193,781.66, East=3,205,129.23;

1) **THENCE, S 23°42'58" W**, crossing said remainder of 5.76 acre tract, a distance of **97.27 feet** to a point in the west line of said remainder of 5.76 acre tract and the east margin of CR 366, 67.66 feet right of Engineer's Baseline Station 61+68.30, being the southwest corner of this easement;

2) **THENCE, N 20°55'47" W**, along the west line of said remainder of 5.76 acre tract, with the east margin of CR 366, a distance of **21.35 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set, 67.66 feet right of Engineer's Baseline Station 61+89.82, being the southwest corner of a called 0.0255 acre tract conveyed to Williamson County, Texas by said Deed recorded in Document No. 2021037990, O.P.R.W.C.T., being a west corner of this easement;

3) **THENCE, N 23°42'58" E**, along the west line of said remainder of 5.76 acre tract and the east line of said 0.0255 acre Williamson County, Texas tract, with the east margin of CR 366, a distance of **66.97 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the north line of said remainder of 5.76 acre tract and the south margin of CR 367, being the northeast corner of said 0.0255 acre William County, Texas tract, 114.54 feet right of Engineer's Baseline Station 62+38.21, being the northwest corner of this easement;

4) **THENCE, N 68°29'54" E**, along the north line of said remainder of 5.76 acre tract, with the south margin of said CR 367, a distance of **21.29 feet** to the **POINT OF BEGINNING** and containing 1,232 square feet (0.0283 of one acre) of land, more or less.

Part 1	1,639 square feet (0.0376 of one acre)
Part 2	1,232 square feet (0.0283 of one acre)
Total	**2,871 square feet (0.0659 of one acre)**

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

September 13, 2021

PROPERTY DESCRIPTION FOR EASEMENT 14E

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

A parcel plat of even date was prepared in conjunction with this property description.

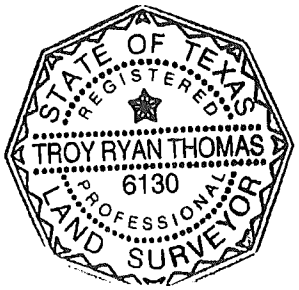
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 13th day of September, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



TRT 9/13/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 14E

LEGEND

■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—℄—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TEXAS NATIONAL TITLE, INC. IN SEPTEMBER 2021.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH JUNE 2021.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

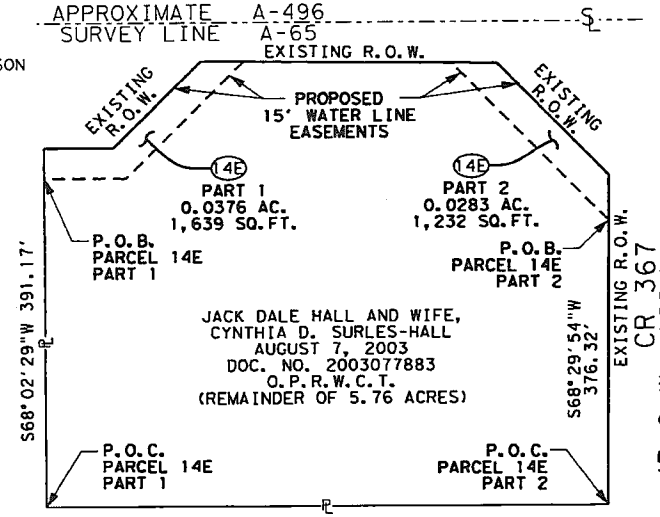
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

9/13/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

CR 366
(R.O.W. WIDTH VARIES)



PROPERTY INSET
NOT TO SCALE

W. J. BAKER SURVEY
ABSTRACT NO. 65

STATE OF TEXAS
REGISTERED
TROY RYAN THOMAS
6130
PROFESSIONAL
LAND SURVEYOR

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-149308 ISSUED BY TEXAS NATIONAL TITLE, INC., EFFECTIVE DATE JUNE 7, 2021, ISSUED DATE JUNE 21, 2021.

10. THE FOLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
    2. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT AS DESCRIBED IN VOLUME 286, PAGE 398, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
    3. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT AS DESCRIBED IN VOLUME 299, PAGE 636, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
    4. JONAH WATER SUPPLY CORP. WATER LINE EASEMENT AS DESCRIBED IN VOLUME 564, PAGE 62, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
    5. RIGHT OF WAY GRANTED TO WILLIAMSON COUNTY, TEXAS AS DECRIBED IN DOCUMENT NO. 2021037990, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS- AFFECTS AS SHOWN

REVISIONS

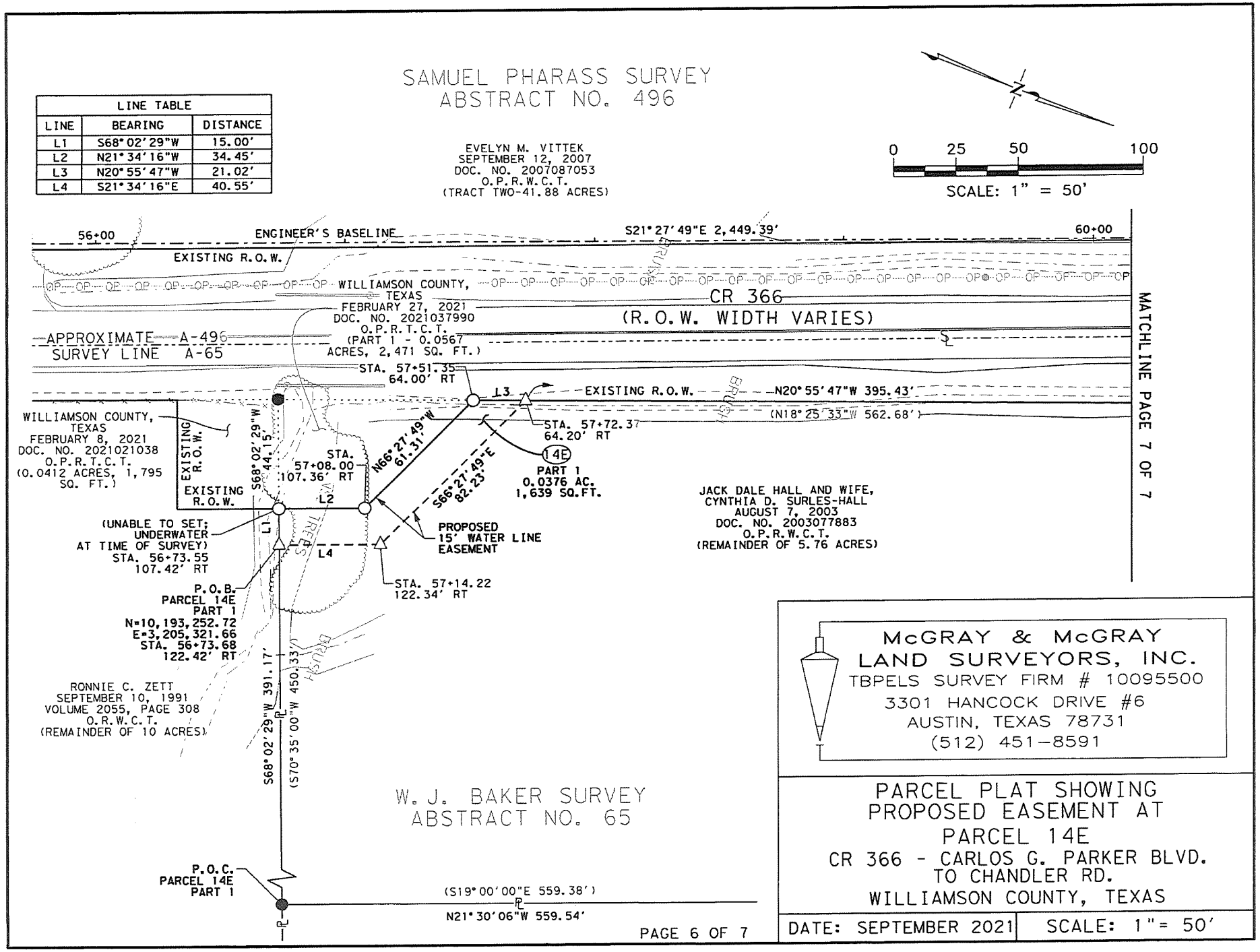
TOTAL OF PART 1 AND PART 2		
CALCULATED	ACQUISITION	REMAINING RT
5.68 AC. 247,325 SQ.FT.	N/A	5.68 AC. 247,325 SQ.FT.

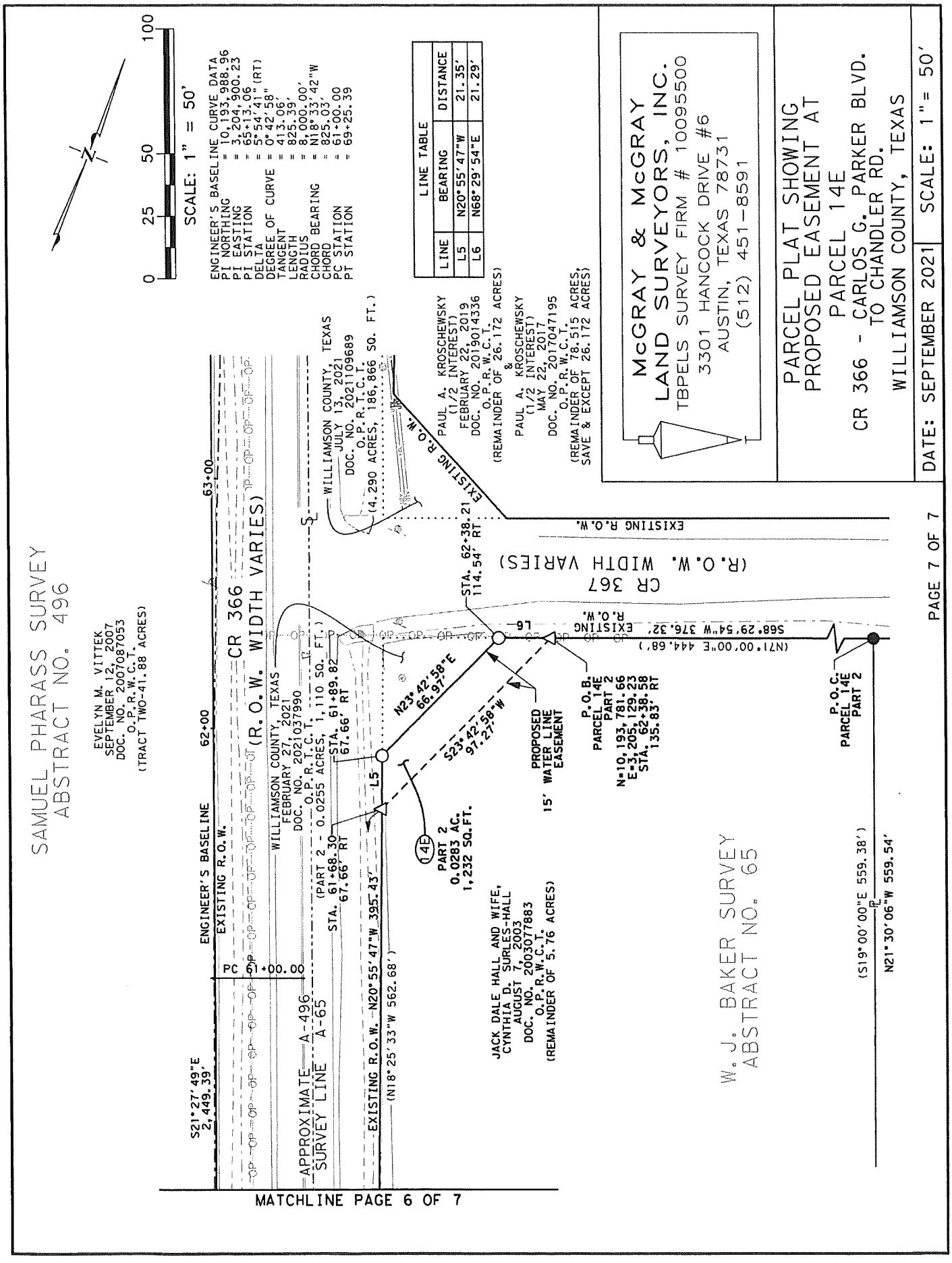
McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 14E

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2021 | SCALE: N.T.S.


SAMUEL PHARASS SURVEY
ABSTRACT NO. 496
LINE TABLE
LINE | BEARING | DISTANCE
L1 | S68°02'29"W | 15.00'
L2 | N21°34'16"W | 34.45'
L3 | N20°55'47"W | 21.02'
L4 | S21°34'16"E | 40.55'
EVELYN M. VITTEK
SEPTEMBER 12, 2007
DOC. NO. 2007087053
O.P.R.W.C.T.
(TRACT TWO-41.88 ACRES)
0 25 50 100
SCALE: 1" = 50'
56+00
ENGINEER'S BASELINE
S21°27'49"E 2,449.39'
60+00
EXISTING R.O.W.
WILLIAMSON COUNTY, TEXAS
CR 366
(R.O.W. WIDTH VARIES)
FEBRUARY 27, 2021
DOC. NO. 2021037990
O.P.R.T.C.T.
(PART 1 - 0.0567 ACRES, 2,471 SQ. FT.)
APPROXIMATE SURVEY LINE A-496 A-65
STA. 57+51.35
64.00' RT
L3
EXISTING R.O.W.
N20°55'47"W 395.43'
(N18°25'33"W 562.68')
STA. 57+72.37
64.20' RT
MATCHLINE PAGE 7 OF 7
WILLIAMSON COUNTY, TEXAS
FEBRUARY 8, 2021
DOC. NO. 2021021038
O.P.R.T.C.T.
(0.0412 ACRES, 1,795 SQ. FT.)
EXISTING R.O.W.
S68°02'29"W 44.15'
STA. 57+08.00
107.36' RT
N66°27'49"W 61.31'
S66°27'49"E 82.23'
14E
PART 1
0.0376 AC.
1,639 SQ.FT.
EXISTING R.O.W.
L2
L1
L4
(UNABLE TO SET; UNDERWATER AT TIME OF SURVEY)
STA. 56+73.55
107.42' RT
PROPOSED 15' WATER LINE EASEMENT
JACK DALE HALL AND WIFE, CYNTHIA D. SURLES-HALL
AUGUST 7, 2003
DOC. NO. 2003077883
O.P.R.W.C.T.
(REMAINDER OF 5.76 ACRES)
STA. 57+14.22
122.34' RT
P.O.B.
PARCEL 14E
PART 1
N=10,193,252.72
E=3,205,321.66
STA. 56+73.68
122.42' RT
RONNIE C. ZETT
SEPTEMBER 10, 1991
VOLUME 2055, PAGE 308
O.R.W.C.T.
(REMAINDER OF 10 ACRES)
S68°02'29"W 391.17'
(S70°35'00"W 450.33')
W. J. BAKER SURVEY
ABSTRACT NO. 65
P.O.C.
PARCEL 14E
PART 1
(S19°00'00"E 559.38')
N21°30'06"W 559.54'
PAGE 6 OF 7
McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
PARCEL PLAT SHOWING
PROPOSED EASEMENT AT
PARCEL 14E
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS
DATE: SEPTEMBER 2021
SCALE: 1"= 50'


SAMUEL PHARASS SURVEY
ABSTRACT NO. 496
EVELYN M. VITTEK
SEPTEMBER 12, 2007
DOC. NO. 2007087053
O.P.R.W.C.T.
(TRACT TWO-41.88 ACRES)
SCALE: 1" = 50'
0 25 50 100
ENGINEER'S BASELINE CURVE DATA
PI NORTHING = 10,193,988.96
PI EASTING = 3,204,900.23
PI STATION = 65+13.06
DELTA = 5°54'41" (RT)
DEGREE OF CURVE = 0°42'58"
TANGENT = 413.06'
LENGTH = 825.39'
RADIUS = 8,000.00'
CHORD BEARING = N18°33'42"W
CHORD = 825.03'
PC STATION = 61+00.00
PT STATION = 69+25.39
LINE TABLE
LINE | BEARING | DISTANCE
L5 | N20°55'47"W | 21.35'
L6 | N68°29'54"E | 21.29'
McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
PARCEL PLAT SHOWING
PROPOSED EASEMENT AT
PARCEL 14E
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS
DATE: SEPTEMBER 2021
SCALE: 1" = 50'
ENGINEER'S BASELINE
EXISTING R.O.W.
62+00
63+00
PC
+00.00
CR 366
(R.O.W. WIDTH VARIES)
APPROXIMATE SURVEY LINE
A-496
A-65
WILLIAMSON COUNTY, TEXAS
FEBRUARY 27, 2021
DOC. NO. 2021037990
O.P.R.T.C.T.
(PART 2 - 0.0255 ACRES, 1,110 SQ. FT.)
STA. 61+89.82
67.66' RT
STA. 61+68.30
67.66' RT
EXISTING R.O.W.
N20°55'47"W 395.43'
(N18°25'33"W 562.68')
L5
14E
PART 2
0.0283 AC.
1,232 SQ.FT.
JACK DALE HALL AND WIFE,
CYNTHIA D. SURLES-HALL
AUGUST 7, 2003
DOC. NO. 2003077883
O.P.R.W.C.T.
(REMAINDER OF 5.76 ACRES)
S21°27'49"E
2,449.39'
W. J. BAKER SURVEY
ABSTRACT NO. 65
EVELYN M. VITTEK
SEPTEMBER 12, 2007
DOC. NO. 2007087053
O.P.R.W.C.T.
(TRACT TWO-41.88 ACRES)
WILLIAMSON COUNTY, TEXAS
JULY 13, 2021
DOC. NO. 2021109689
O.P.R.T.C.T.
(4.290 ACRES, 186,866 SQ. FT.)
EXISTING R.O.W.
PAUL A. KROSCHEWSKY
(1/2 INTEREST)
FEBRUARY 22, 2019
DOC. NO. 2019014336
O.P.R.W.C.T.
(REMAINDER OF 26.172 ACRES)
&
PAUL A. KROSCHEWSKY
(1/2 INTEREST)
MAY 22, 2017
DOC. NO. 2017047195
O.P.R.W.C.T.
(REMAINDER OF 78.515 ACRES,
SAVE & EXCEPT 26.172 ACRES)
CR 367
(R.O.W. WIDTH VARIES)
EXISTING R.O.W.
STA. 62+38.21
114.54' RT
L6
EXISTING R.O.W.
S68°29'54"W 376.32'
(N71°00'00"E 444.68')
N23°42'58"E
66.97'
S23°42'58"W
97.27'
PROPOSED
15' WATER LINE
EASEMENT
P.O.B.
PARCEL 14E
PART 2
N=10,193,781.66
E=3,205,129.23
STA. 62+38.58
135.83' RT
P.O.C.
PARCEL 14E
PART 2
(S19°00'00"E 559.38')
N21°30'06"W 559.54'
MATCHLINE PAGE 6 OF 7
PAGE 7 OF 7

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

2022062237

Pages: 13 Fee: $70.00
05/19/2022 01:10 PM
MBARRICK

Nancy E. Rister, County Clerk
Williamson County,Texas

Commissioners Court - Regular Session **40.**

Meeting Date: 11/22/2022

Samsung 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 Samsung Austin Semiconductor, LLC for 52.689 acres of right of way needed for the CR 404 and future county road projects. Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:27 AM
Form Started By: Charlie Crossfield		Started On: 11/16/2022 03:08 PM
Final Approval Date: 11/17/2022		

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

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;

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 §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

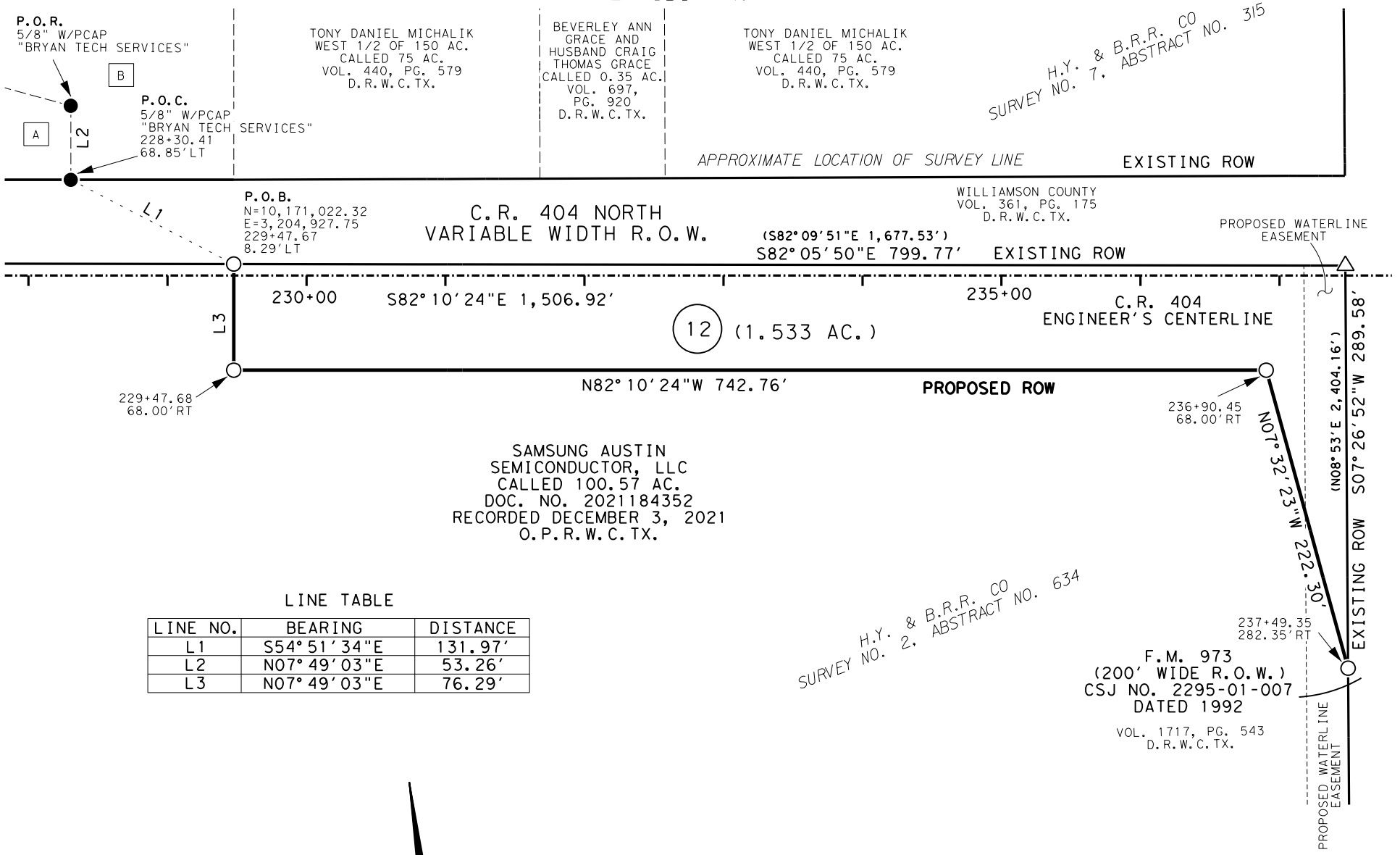
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Preliminary
06/24/2022 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 Date
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'

REF. FIELD NOTE NO. 48903

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

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

N

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
PARCEL 12
1.533 AC. (66,767 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
–/\/–	DISTANCE NOT TO SCALE
– – 1 – –	DEED LINE (COMMON OWNERSHIP)

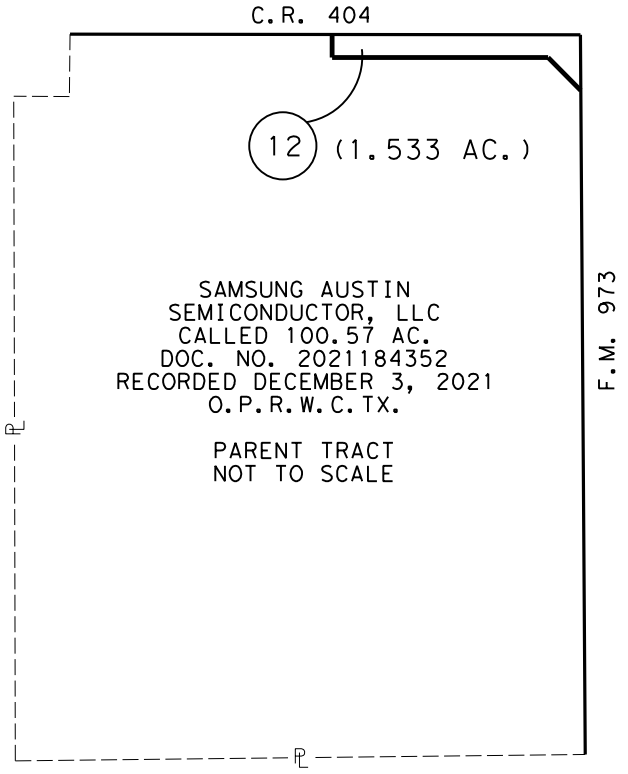
EXHIBIT "A"

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

REF. FIELD NOTE NO. 48903
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

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
PARCEL 12
1.533 AC. (66,767 SQ. FT.)

EXHIBIT "B"

County: Williamson
Parcel No.: 14
Highway: Future County Road
Limits: From: C.R. 404
To: F.M. 973

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,

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.

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 §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

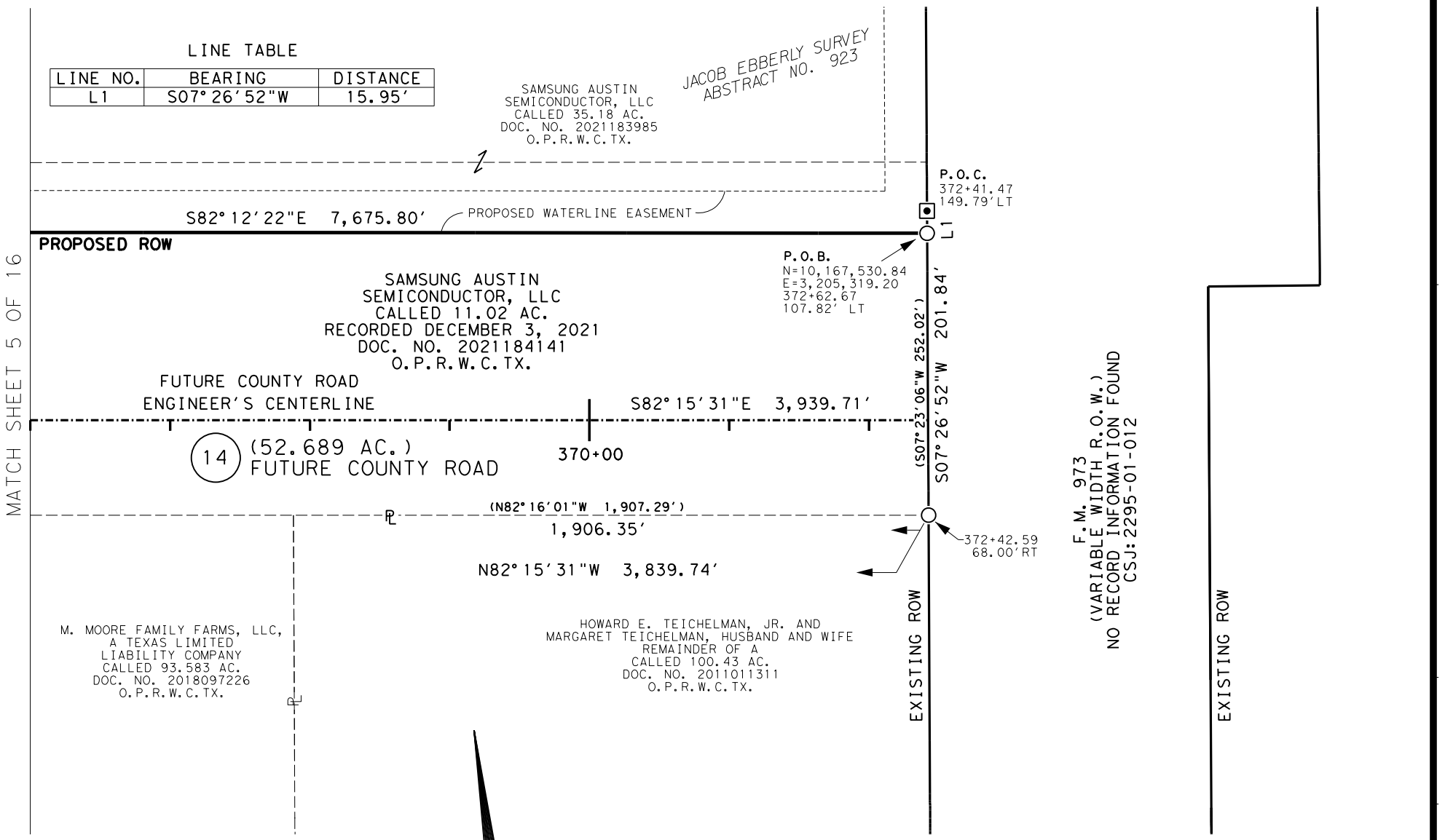
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Preliminary
06/23/2022 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 Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



REF. FIELD NOTE NO. 49244

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14_1.dgn

				REMAINING	174.671 AC. LEFT
EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	0.000 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SAMSUNG AUSTIN SEMICONDUCTOR, LLC
PARCEL 14
52.689 AC. (2,295,133 SQ. FT.)

EXHIBIT "A"

JACOB EBBERLY SURVEY
ABSTRACT NO. 923

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.

MATCH SHEET 6 OF 16

MATCH SHEET 4 OF 16

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

N

REF. FIELD NOTE NO. 49244

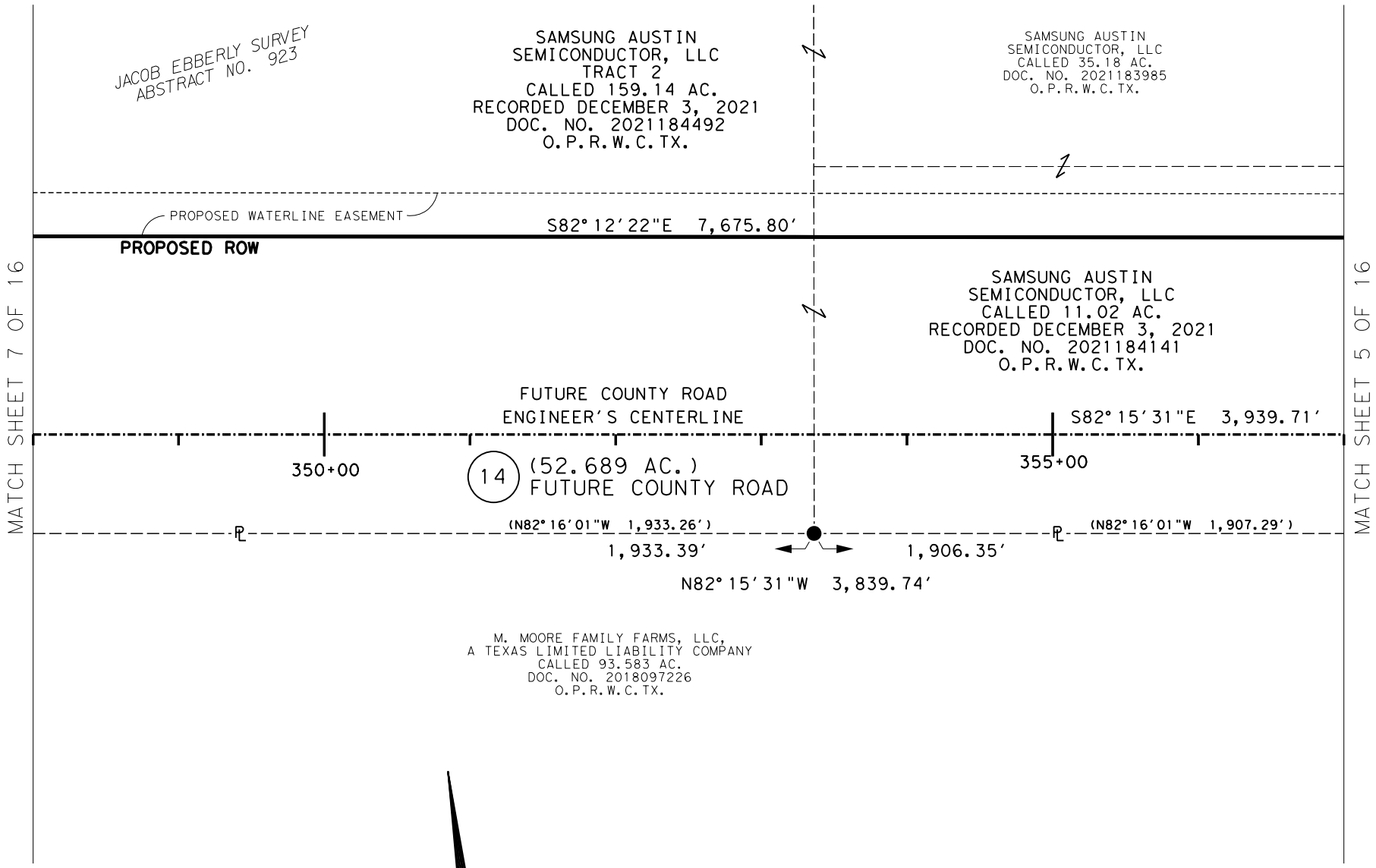
FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14_2.dgn

				REMAINING	174.671 AC. LEFT
EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	0.000 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SAMSUNG AUSTIN SEMICONDUCTOR, LLC
PARCEL 14
52.689 AC. (2,295,133 SQ. FT.)

EXHIBIT "A"



100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

N

REF. FIELD NOTE NO. 49244

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14_1.dgn

				REMAINING	174.671 AC. LEFT
EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	0.000 AC. RIGHT

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SHOWING PROPERTY OF
SAMSUNG AUSTIN SEMICONDUCTOR, LLC
PARCEL 14
52.689 AC. (2,295,133 SQ. FT.)

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.

PROPOSED WATERLINE EASEMENT

S82°12'22"E 7,675.80'

PROPOSED ROW

MATCH SHEET 8 OF 16

MATCH SHEET 6 OF 16

FUTURE COUNTY ROAD
ENGINEER'S CENTERLINE

S82°15'31"E 3,939.71'

340+00

345+00

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.

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 49244

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14_2.dgn

				REMAINING	174.671 AC. LEFT
EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	0.000 AC. RIGHT

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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
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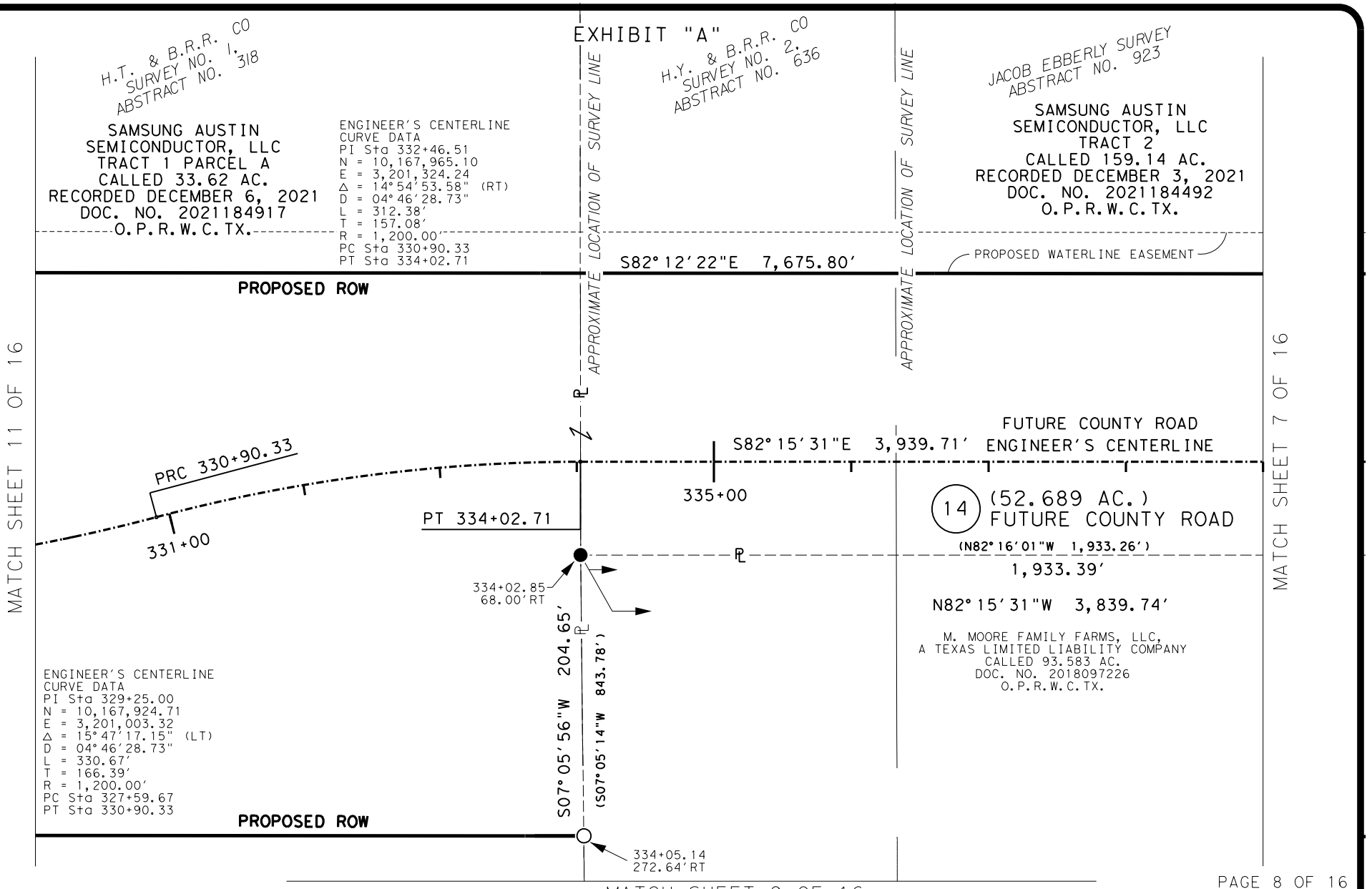
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SAMSUNG AUSTIN SEMICONDUCTOR, LLC
PARCEL 14
52.689 AC. (2,295,133 SQ. FT.)

EXHIBIT "A"



MATCH SHEET 9 OF 16

REF. FIELD NOTE NO. 49244

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14_1.dgn

N

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

				REMAINING	174.671 AC. LEFT
EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	0.000 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
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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"

MATCH SHEET 8 OF 16

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

P.L.

S07° 05' 56"W 638.67'
(S07° 05' 14"W 843.78')

P.L.

N39° 26' 26"W 834.63'
(N39° 26' 18"W 834.84')

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

APPROXIMATE LOCATION OF SURVEY LINE

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.

334+12.30
911.28'RT
(2" IRON PIPE)

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

N

PAGE 9 OF 16
REF. FIELD NOTE NO. 49244

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14_3.dgn

				REMAINING	174.671 AC. LEFT
EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	0.000 AC. RIGHT

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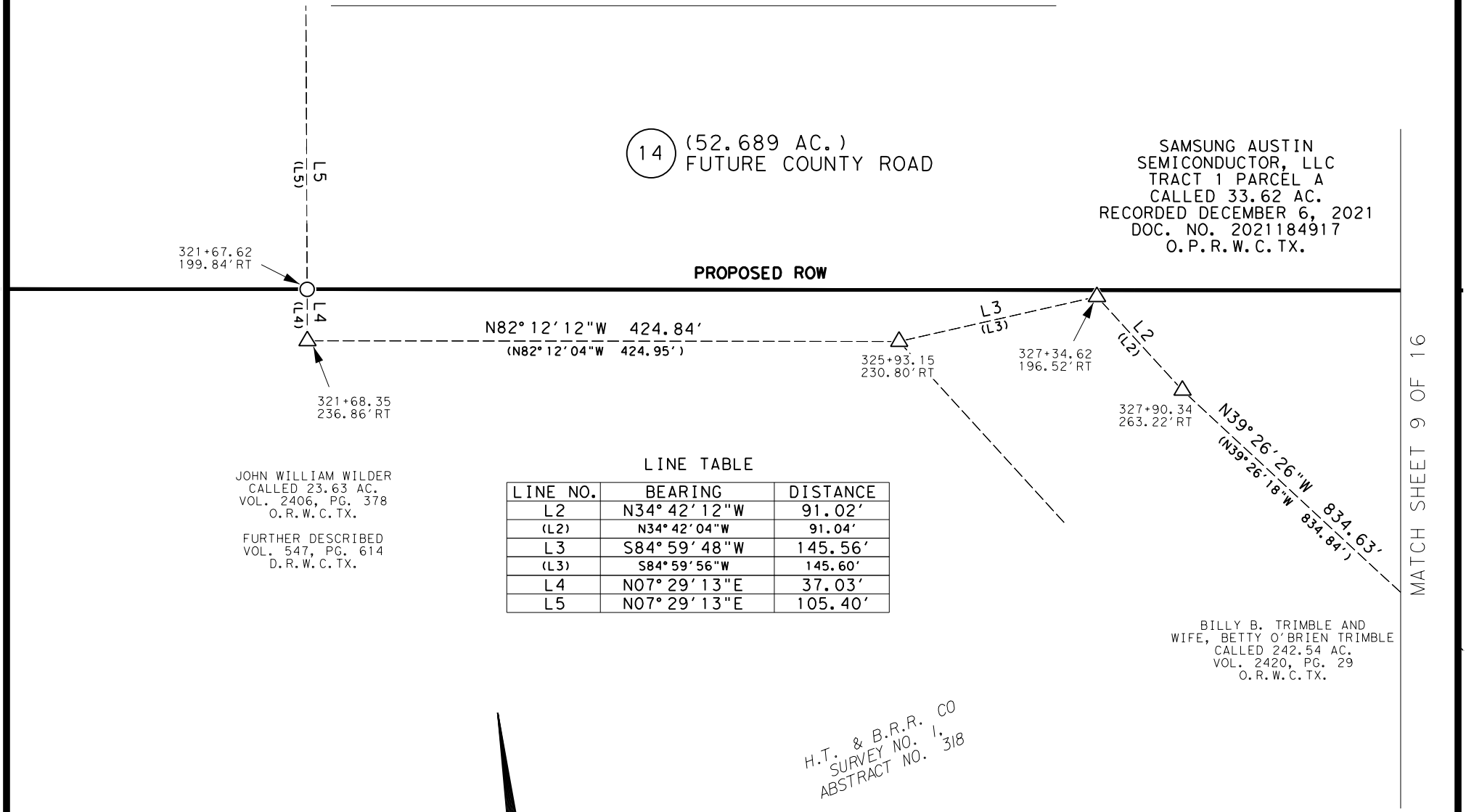
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SAMSUNG AUSTIN SEMICONDUCTOR, LLC
PARCEL 14
52.689 AC. (2,295,133 SQ. FT.)

EXHIBIT "A"

MATCH SHEET 11 OF 16



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'

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

N

REF. FIELD NOTE NO. 49244

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14_4.dgn

				REMAINING	174.671 AC. LEFT
EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	0.000 AC. RIGHT

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4801 Southwest Parkway
Building Two, Suite 100
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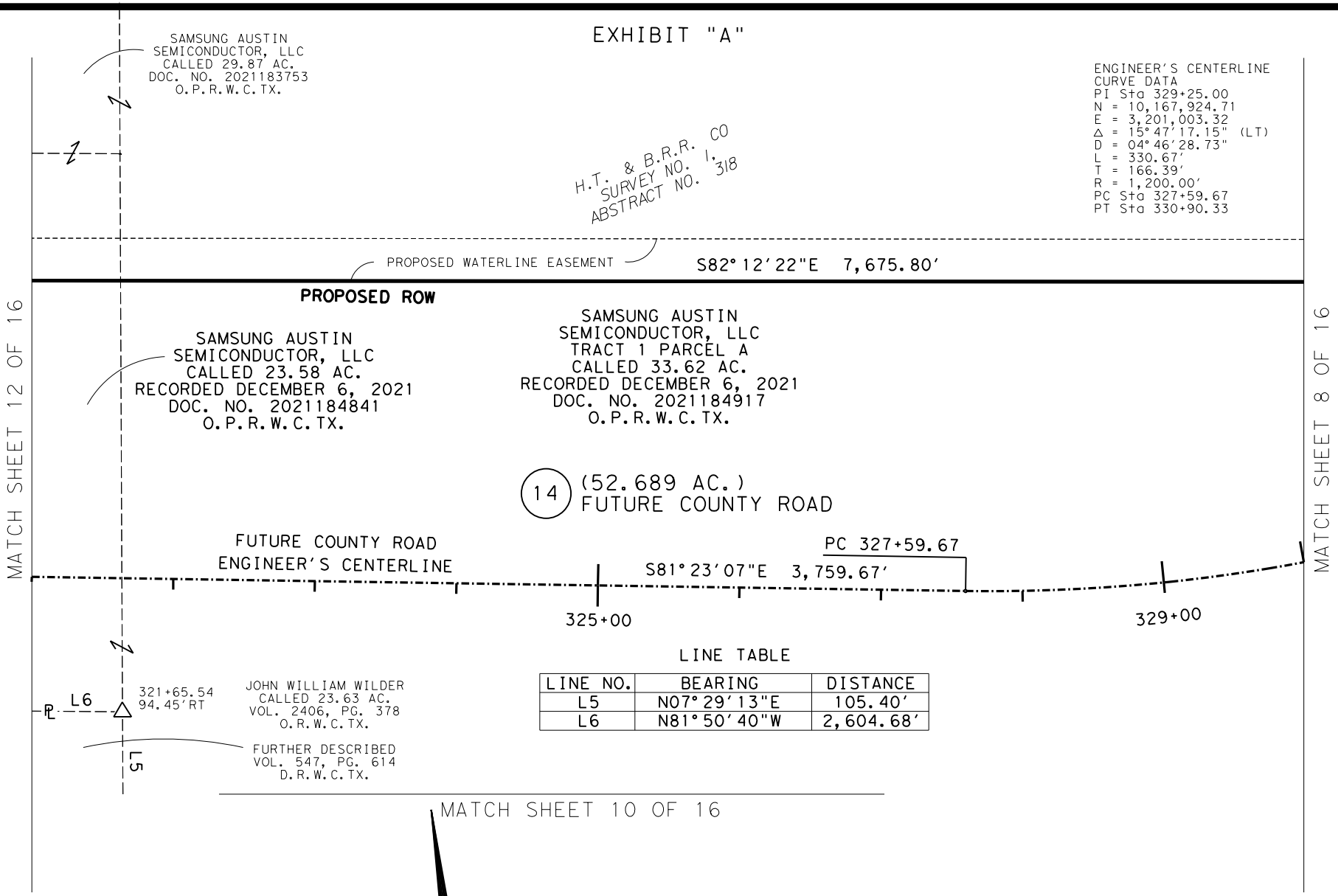
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SAMSUNG AUSTIN SEMICONDUCTOR, LLC
PARCEL 14
52.689 AC. (2,295,133 SQ. FT.)

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L5	N07° 29' 13"E	105.40'
L6	N81° 50' 40"W	2,604.68'

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 49244

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14_2.dgn

				REMAINING	174.671 AC. LEFT
EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	0.000 AC. RIGHT

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4801 Southwest Parkway
Building Two, Suite 100
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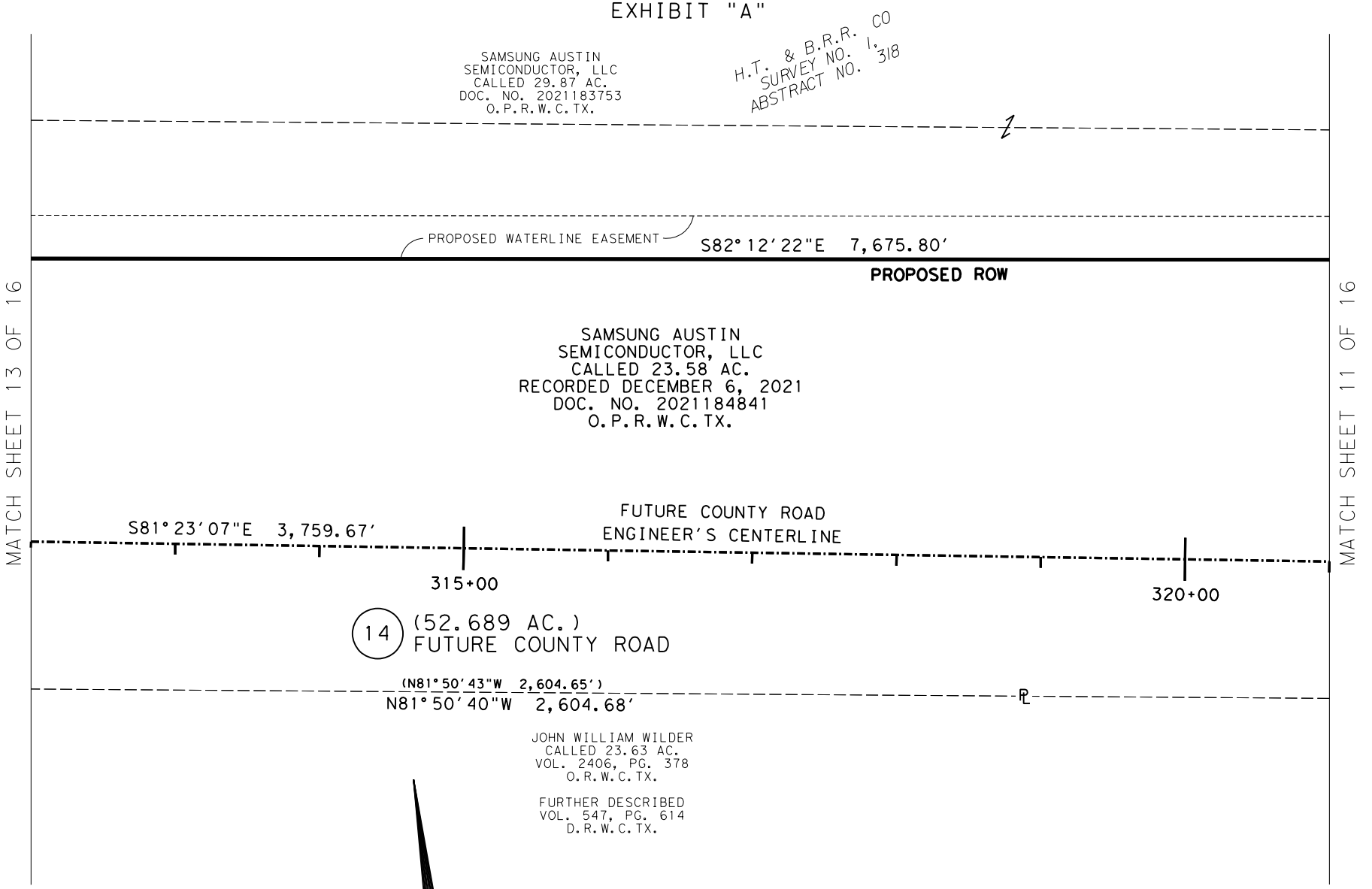
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SAMSUNG AUSTIN SEMICONDUCTOR, LLC
PARCEL 14
52.689 AC. (2,295,133 SQ. FT.)

EXHIBIT "A"



100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

N

REF. FIELD NOTE NO. 49244

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14_1.dgn

				REMAINING	174.671 AC. LEFT
EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	0.000 AC. RIGHT

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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"

H.T. & B.R.R. CO
SURVEY NO. 1, 318
ABSTRACT NO.

SAMSUNG AUSTIN
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.

MATCH SHEET 14 OF 16

MATCH SHEET 12 OF 16

FUTURE COUNTY ROAD
ENGINEER'S CENTERLINE

305+00

310+00

S81°23'07"E 3,759.67'

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.

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

N

REF. FIELD NOTE NO. 49244
FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14_2.dgn

				REMAINING	174.671 AC. LEFT
EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	0.000 AC. RIGHT

SAM™
4801 Southwest Parkway
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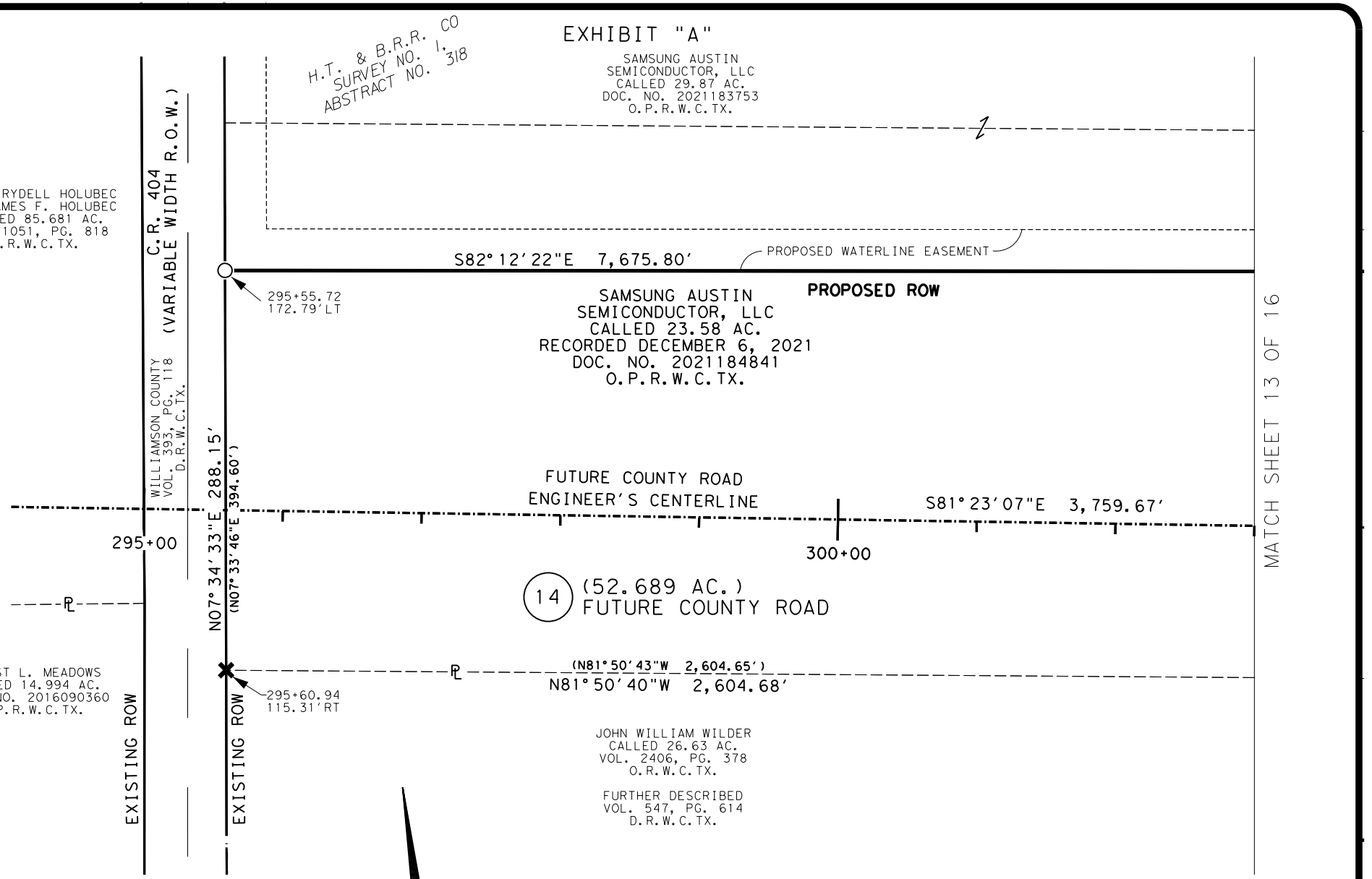
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SAMSUNG AUSTIN SEMICONDUCTOR, LLC
PARCEL 14
52.689 AC. (2,295,133 SQ. FT.)

EXHIBIT "A"



REF. FIELD NOTE NO. 49244

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14_1.dgn

				REMAINING	174.671 AC. LEFT
EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	0.000 AC. RIGHT

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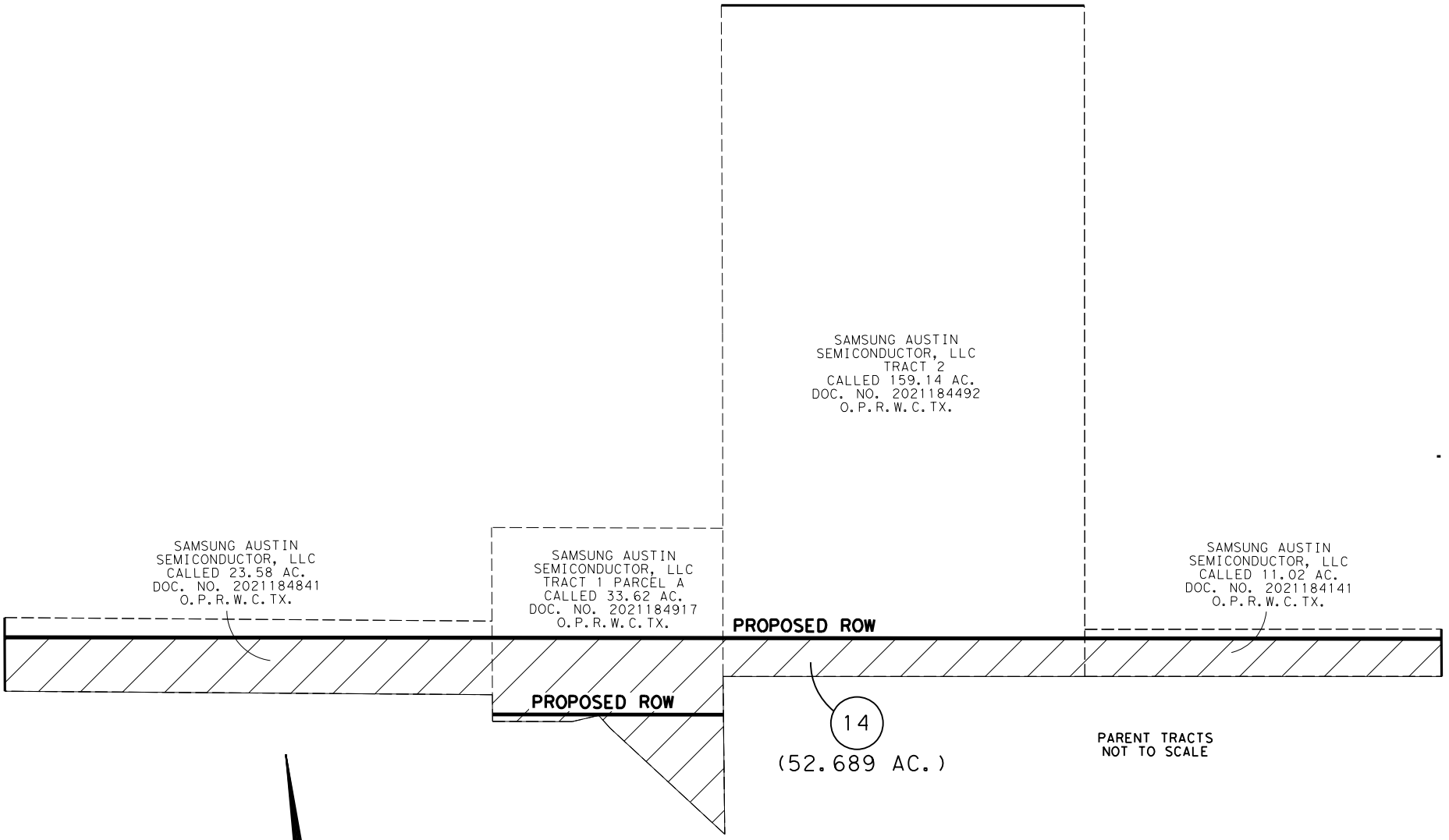
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SAMSUNG AUSTIN SEMICONDUCTOR, LLC
PARCEL 14
52.689 AC. (2,295,133 SQ. FT.)

EXHIBIT "A"



REF. FIELD NOTE NO. 49244

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14_1.dgn

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EXISTING	227.36 AC.	ACQUIRE	52.689 AC.	REMAINING	0.000 AC. RIGHT

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SHOWING PROPERTY OF
SAMSUNG AUSTIN SEMICONDUCTOR, LLC
PARCEL 14
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
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
--/---	DISTANCE NOT TO SCALE
---1--	DEED LINE (COMMON OWNERSHIP)

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.

REF. FIELD NOTE NO. 49244

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14_1.dgn

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

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SAMSUNG AUSTIN SEMICONDUCTOR, LLC
PARCEL 14
52.689 AC. (2,295,133 SQ. FT.)

Meeting Date: 11/22/2022
Executive Session
Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond
Department: Road Bond
Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 332
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for CR 255
f) Discuss the acquisition of real property for Bud Stockton Extension.
g) Discuss the acquisition of real property for CR 305/307.
h) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
i) Discuss the acquisition of real property for CR 111.
j) Discuss the acquisition of real property for Corridor H
k) Discuss the acquisition of real property for future SH 29 corridor.
l) Discuss the acquisition of right-of-way for Hero Way.
m) Discuss the acquisition of right-of-way for Corridor C.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor D.
p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
q) Discuss the acquisition of right-of-way for Reagan extension.
r) Discuss the acquisition of real property near Justice Center.
s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
t) Discuss the acquisition of the MKT Right of Way
u) Discuss acquisition of right of way for Corridor E.
v) Discuss acquisition of right of way for County Road 245.
w) Discuss acquisition of right of way for CR 401/404.
x) Discuss acquisition of right of way for Liberty Hill Bypass.

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Discuss property usage at Longhorn Junction
d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
f) Discuss the sale of property located at 900 S Main St., Taylor, 76574
g) Discuss the sale of 106 Dana Drive, Hutto, Texas
h) Discuss the sale of property located adjacent to the existing Williamson County EMS Bay/SO and MOT building at 1801 E. Settlers Boulevard, Round Rock, Texas

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1
D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:31 AM
Form Started By: Charlie Crossfield		Started On: 11/16/2022 03:11 PM
Final Approval Date: 11/17/2022		

Commissioners Court - Regular Session **42.**

Meeting Date: 11/22/2022

Economic Development

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

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
Business prospect(s) that may locate or expand within Williamson County.

a) Project Red Hot Chili Pepper
b) Project Flex Power
c) Project Pearson Ranch
d) Project Fittipaldi
e) Project Venture
f) Project 007
g) Project Acropolis
h) Project Crystal Lagoon
i) Project Phantom
j) Project World
k) Project Mellencamp

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/17/2022 11:35 AM
Form Started By: Charlie Crossfield		Started On: 11/16/2022 03:12 PM
Final Approval Date: 11/17/2022		