

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
February 14, 2023
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 – 27)

3. Discuss, consider and take appropriate action on a line item transfer for Public Safety.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0523.004100	Professional Services	\$5,600.00
To	0100.0523.004500	Maintenance Services	\$5,600.00

4. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes, bilingual pay stipends and any corresponding line item transfers.
5. Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 02/09/2023 for the Williamson County Tax Assessor/Collector.
6. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) 2015 Jeep Cherokee Vin #1224, pursuant to Texas Local Government Code 263.152.
7. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, January 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
8. Discuss, consider, and take appropriate action on an investment from the Orphan Kitten Club.
9. Discuss, consider, and take appropriate action on approving the Second Amendment with Optum and its Affiliates (Optum Health Networks) regarding RFP# 21RFP3 Employee assistance and authorizing execution of the agreement.

10. Discuss, consider, and take appropriate action on approving the contract #2023128 between Williamson County and Tyler Technologies for Panasonic Android Mobile Ticket Writers for total of \$20,000.00, pursuant to Sourcewell contract #090320-TTI, and authorizing the execution of the contract.
11. Discuss, consider, and take appropriate action on approving agreement #2023135 between Williamson County and IES Communications, LLC for Door Control Rack Relocate in the amount of \$3,589.57, pursuant to contract #DIR-CPO-4813, and authorizing the execution of the agreement.
12. Discuss, consider, and take appropriate action on approving agreement #2023136 between Williamson County and IES Communications, LLC for Fiber Riser on the Jail 3rd Floor in the amount of \$4,632.98, pursuant to contract #DIR-CPO-4813, and authorizing the execution of the agreement.
13. Discuss, consider and take appropriate action on approving the Laserfiche Annual Support agreement #2023140 from MCCi, LLC in the amount of \$97,658.10, pursuant to BuyBoard cooperative contract #625-20, and authorizing execution of the quote.
14. Discuss, consider and take appropriate action on approving agreement #2023144 for Forescout software license from Free It Data Solutions, Inc. in the amount of \$79,774.50, pursuant to DIR cooperative contract #DIR-TSO-4288, and authorizing execution of the agreement.
15. Discuss, consider and take appropriate action on approving purchase #2023145 for FY23 Cradlepoint maintenance from GTS Technology Solutions, Inc. in the amount of \$55,574.70 pursuant to DIR cooperative contract #DIR-CPO-4751.
16. Discuss, consider and take appropriate action on approving agreement #2023146 for a digital forensics application license conversion from Cellebrite, Inc. at no cost to Williamson County and authorizing execution of the agreement.
17. Discuss, consider and take appropriate action on approving agreement #2023147 for Electronic Recovery and Access to Data (ERAD) Recovery Enterprise Agreement with ERAD Group, Inc. for the Williamson County Sheriff's Office in the amount of \$3,000.00, and authorizing execution of the agreement.
18. Discuss, consider and take appropriate action on authorizing the extension of Contract #T2585 Jail Pharmaceuticals, renewal option period #2, for the same pricing, terms and conditions as the existing contract with Westwood Pharmacy for the 12-month term of April 19, 2023 - April 18, 2024.
19. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for a 2-Ton Mini Split Unit for the IDF Room at Williamson County Justice Center, under IFB #23IFB45.
20. Discuss, consider, and take appropriate action on awarding RFQ #21RFSQ2 providing continuing engineering services for North Jail Chiller Analysis to Johnston, LLC in the amount up to \$15,000.00 and authorize execution of the agreement.
21. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Standby Generator for Data Center, under RFP# 23RFP43. The Funding Source is P614.

22. Discuss, consider, and take appropriate action on approving contract #2023131 with Dudley Hill D/B/A Quality Carpet and Floors for the replacement of flooring at the Central Texas Treatment Center, in the amount of \$4,590.00 and authorizing the purchase.
23. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Portland Cement for Road and Bridge Department, under IFB #23IFB47.
24. Discuss, consider and take appropriate action on authorizing the extension of Contract #T3353 Cast in Place Concrete Contract, renewal option period #2, for the same pricing, terms and conditions as the existing contract with RHB Construction for the 12-month term of April 19, 2023 - April 18, 2024.
25. Discuss, consider, and take appropriate action on approving contract #2023133 for Foam Mixing Operations Training by Nueces Power Equipment for the Road and Bridge Department in the amount of \$5,550.00, exempting this service from the competitive bidding requirements established by Section 262.024 (a)(4) [a personal service], and authorizing the agreement.
26. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 5 under Williamson County Contract between KC Engineering, Inc and Williamson County dated March 24, 2020 for Engineering Redesign Services for CR 307 Reconstruction. This supplemental is to increase the maximum amount payable to \$155,465.00. Funding source: P394.
27. Discuss, consider and take appropriate action on approval of the preliminary plat for the Santa Rita Ranch Phase 7A subdivision – Precinct 2.

REGULAR AGENDA

28. 9:30 am Conduct public hearing relating to a request to move surplus salary dollars for retention request within the District Clerk's Office for PCN 0733 and discuss(1) the reason for the payment in excess of the previously approved budget amount, including the purpose that will be served by making the excess payment;and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making excess payment.
29. Discuss, consider and take appropriate action on additional funding for PCN 0733, Deputy District Clerk.
30. Hear presentation and discuss, consider and take appropriate action on recommended changes to positions for Salary Study 5b.
31. Discuss, consider, and take appropriate action on a line item transfer from Non-Departmental.
32. Discuss, consider, and take appropriate action on a line item transfer for Facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.001100	F/T Salaries	\$20,000.00
To	0100.0509.001110	Overtime	\$20,000.00

33. Discuss, consider and take appropriate action on a request to apply for grant funding through the Bureau of Justice Assistance for support of the Williamson County Misdemeanor DWI/Drug Court Program.

34. Discuss, consider and take appropriate action on ratifying and approving a Resolution authorizing the District Attorney to submit an application to the Office of the Governor, Public Safety Office (PSO) for a Violence Against Women Justice and Training Program, FY2024 Project grant, committing to provide all applicable matching funds, designating the Williamson County Judge as the official authorized to accept, reject, alter, or terminate the grant, and providing assurance that, in the event of loss or misuse of grant funds Williamson County will return all funds to the PSO.
35. Discuss, consider and take appropriate action on an approval for Juvenile Services to apply for a grant through the Capital Area Council of Governments (CAPCOG) to provide contract services to youths.
36. Discuss, consider and take appropriate action on approving a Williamson County Budget Workshop Meeting to be held by the Williamson County Commissioners Court at the Georgetown Annex, 100 Wilco Way, Georgetown, Texas 78626 on February 15, 2023 at 8:30 A.M.
37. Discuss, consider and take appropriate action on approving an Infrastructure and Capital Improvement Projects Meeting to be held by the Williamson County Commissioners Court in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas on Friday, February 17, 2023 at 9:30 A.M.
38. Discuss, consider and take appropriate action on approving agreement #2023138 for an A3000 expansion of Storage from Presidio Networked Solutions Group, LLC in the amount of \$197,644.28, pursuant to DIR cooperative contract #DIR-TSO-3763.
39. Discuss, consider, and take appropriate action on awarding IFB #23IFB20 Asphalt Emulsions to Ergon Asphalt & Emulsions, Inc., Wright Asphalt Products Company, LLC, and Martin Asphalt Company based on lowest and best bid for a particular location or type of material for Road and Bridge Department.
40. Discuss, consider, and take appropriate on awarding IFB #23IFB22 County Road Seal Coat FY23, to the lowest and best bidder, CK Newberry LLC in the amount of \$2,079,103.00, and authorize execution of the agreement.
41. Discuss, consider, and take appropriate action on transferring \$1,000,000 from P617 (Road and Bridge Unallocated) to P622 (CR 207 Widening).
42. Discuss, consider and take appropriate action on Contract Amendment No 2 under Williamson County Contract for Engineering Services between Texas A&M Transportation Institute (TTI) and Williamson County dated April 26, 2016 for Foam Asphalt Pavement Design. This Contract Amendment No 2 will allow for an increase in the compensation cap from \$90,000.00 to \$180,000.00 and extends the terms of the Agreement. Funding source: 01.0200.0210.004160.
43. Discuss, consider, and take appropriate action on the Ranch to Market Road (RM) 2243 People-to-Jobs Connector Grant Application and Financial Commitment Letter, with a commitment to contribute to the local match if the project is selected for funding. Funding Source: 2019 Road Bond Funds
44. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn a Temporary Construction Easement required for the construction of the Southeast Loop. (Naivar/ Parcel 72TCE) Funding Source: Road Bonds P332
45. Discuss and take appropriate action on a real estate contract with Chester and Duane Cotter for 0.154 acres of ROW needed on CR 255. (PARCEL 30) Funding Source: LRTP P457

46. Discuss and take appropriate action on a real estate contract with Amelia L. Valdez, Anita L. Martinez and Irene L. Torrez for 18.796 acres of ROW and 0.01 acres for a drainage easement needed on the Hero Way project. (PARCEL 211) Funding Source: Road Bonds P326
47. Discuss and take appropriate action on a real estate contract with WMV Hutto 390 DE, LLC for 13.433 acres and 3.988 acres of ROW needed on the SE Loop Segment 2 project. (PARCEL 41) Funding Source: TANS P588
48. Discuss, consider and take appropriate action on a Temporary Right of Entry agreement with Brandy Powell Weaver for survey needed on the CR 255 project (Parcel 41). Funding Source: LRTP P457
49. Discuss, consider and take appropriate action on a real estate contract with Sasha M. Tingle for 0.056 AC needed as ROW for the CR 255 project (Parcel 4). Funding Source: LRTP P457
50. Discuss, consider and take appropriate action on Long-range Transportation Plan (LRTP), corridor projects and right-of-way acquisition.
51. Deliberate, discuss, consider, receive information/situational updates and take any appropriate action on public health and safety related matters, issues, business and concerns resulting from and pertaining to the severe winter weather event experienced in Williamson County, Texas during the week of January 30th, 2023.
52. Discuss, consider and take appropriate action on an update for the 88th Legislative Session.

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)."

53. 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.
 - y) Discuss the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas
- 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
 - i) Lease of property located 747 County Rd. 138 Hutto, 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.
- 54.** 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 Fittipaldi
 - b) Project Acropolis
 - c) Project World
 - d) Project Mellencamp
 - e) Project Corgi
 - f) Project Anniversary
- 55.** 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. 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

2. 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
3. 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
4. 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
5. 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
6. 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
7. 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
8. 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
9. 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
10. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
11. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
12. 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
13. Cause No. 22-2067-C395; Chauncy Williams v. Williamson County Attorney's Office Victim Services Division, et al.; In the 395th Judicial District Court of Williamson County, Texas
14. 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
15. 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
16. 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
17. 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
18. 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
19. 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
20. Cause No. D-1-GN-22-007162; Williamson County v. Ken Paxton, Attorney General of the State of Texas; In the 353rd Judicial District Court of Travis County, Texas
21. Civil Action No. 1:23-cv-00019; Cindy McNatt, individually and as dependent administrator of Estate of Joshua Ray McNatt, et al. v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

c. EEOC/TWC matters:

1. EEOC Charge # _____ - K.B.

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.
 6. Legal matters relating to proposed Hutto TIRZ #3.
 7. Legal matters pertaining to nuisance abatement procedures.
 8. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.
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56. 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).
 57. 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).
 58. 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)

59. Discuss and take appropriate action concerning economic development.
60. Discuss and take appropriate action concerning real estate.
61. 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. 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
 2. 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
 3. 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
 4. 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
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10. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
11. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
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17. Cause No. 22-1213-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
18. 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
19. 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
20. Cause No. D-1-GN-22-007162; Williamson County v. Ken Paxton, Attorney General of the State of Texas; In the 353rd Judicial District Court of Travis County, Texas
21. Civil Action No. 1:23-cv-00019; Cindy McNatt, individually and as dependent administrator of Estate of Joshua Ray McNatt, et al. v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

c. EEOC/TWC matters:

1. EEOC Charge # _____ - K.B.

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.
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5. Legal matters pertaining to DM Medical Billings, LLC.
6. Legal matters relating to proposed Hutto TIRZ #3.
7. Legal matters pertaining to nuisance abatement procedures.
8. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

- 62.** 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.

63. Comments from Commissioners.

64. 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 10th day of February 2023 at 12:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**3.****Meeting Date:** 02/14/2023

Discuss, consider and take appropriate action on a budget line item transfer for Public Safety

Submitted For: Richard Semple**Submitted By:** Tammy McCulley, Information Technology**Department:** Information Technology**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Price quote from April 2022 was an estimate for the Cradlepoint maintenance renewal. LIT needed to cover the shortfall.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0523.004100	Professional Services	\$5,600.00
To	0100.0523.004500	Maintenance Services	\$5,600.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Tammy McCulley

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

02/06/2023 01:50 PM

02/09/2023 10:26 AM

Started On: 02/06/2023 12:19 PM

Commissioners Court - Regular Session**4.****Meeting Date:** 02/14/2023

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
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Attachments

Merit Report

Merit LIT

Position Changes

Form Review**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 02/09/2023

Reviewed By

Rebecca Clemons

Becky Pruitt

Date

02/09/2023 10:06 AM

02/09/2023 10:13 AM

Started On: 02/09/2023 08:53 AM

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
County Attorney	CA Investigator Chief.0050.001100.	10432	\$117,992.42	\$4,719.78	4.00	\$122,712.20	-	MERIT	17-Feb-23
County Clerk	Deputy County Clerk.0658.001100.	16101	\$39,585.96	\$395.87	1.00	\$39,981.82	-	MERIT	17-Feb-23
County Clerk Judicial	Deputy County Clerk.0677.001100.	16223	\$39,900.00	\$2,793.00	7.00	\$42,693.00	-	MERIT	3-Feb-23
Emergency Medical Services	EMS Paramedic.1985.001100.	15968	\$44,488.08	\$1,334.65	3.00	\$45,822.73	-	MERIT	17-Feb-23
Emergency Medical Services	EMS Paramedic.0828.001100.	15974	\$44,488.08	\$1,334.65	3.00	\$45,822.73	-	MERIT	17-Feb-23
Information Systems	IT Architect.0952.001100.	11317	\$105,606.54	\$2,112.24	2.00	\$107,718.78	-	MERIT	17-Feb-23
Juvenile Grant	Counselor Supervisor Grant.1145.001100.	16205	\$64,849.72	\$1,945.58	3.00	\$66,795.30	-	MERIT	3-Mar-23
Juvenile Grant	Juv Super Offcr I Grant.1041.001100.	16193	\$44,141.70	\$1,765.67	4.00	\$45,907.37	-	MERIT	17-Feb-23
Juvenile Grant	Juv Supervision Offcr I.1027.001100.	16197	\$44,141.70	\$1,765.67	4.00	\$45,907.37	-	MERIT	17-Feb-23

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0475	001100	4,719.78	
01	0100	0475	001130		4,719.78
01	0100	0403	001100	395.87	
01	0100	0403	002010	30.28	
01	0100	0403	002020	61.52	
01	0100	0404	001100	2,793.00	
01	0100	0404	002010	213.66	
01	0100	0404	002020	434.03	
01	0100	8002	001130		3,188.87
01	0100	8002	002010		243.94
01	0100	8002	002020		495.55
01	0100	0540	001100	2,669.30	
01	0100	0540	002010	204.20	
01	0100	0540	002020	414.81	
01	0100	8004	001130		2,669.30
01	0100	8004	002010		204.20
01	0100	8004	002020		414.81
01	0100	0503	001100	2,112.24	
01	0100	0503	002010	161.59	
01	0100	0503	002020	328.24	
01	0100	8008	001130		2,112.24
01	0100	8008	002010		161.59
01	0100	8008	002020		328.24
01	0100	0576	001100	5,476.92	
01	0100	0576	001130		5,476.92

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
0523 -Public Safety	1855	Vacant	N/A	N/A	\$72,845.27	\$70,095.27	\$2,750.00	N/A	Reallocation of position budget to accommodate filling vacancy per policy. Surplus salary from PCN 1855 to PCN 0162.	2/17/2023
0523 - Public Safety	0162	Vacant	N/A	N/A	\$70,910.65	\$73,660.65	N/A	\$2,750.00	Reallocation of position budget to accommodate filling vacancy per policy. Surplus salary from PCN 1855 to PCN 0162.	2/17/2023
0503 - ITS	0955	16410	\$88,242.70	\$88,242.70	\$101,925.18	\$88,242.70	\$13,682.48	N/A	Reallocation of position budget to accommodate a reclass of PCN 2035 from IT Analyst I (B30) to IT Analyst III (B34) to reflect increased complexity of security-related duties. Surplus salary from PCN 0955 to PCN 2035.	2/17/2023
0503 - ITS	2035	Vacant	N/A	N/A	\$71,466.23	\$85,148.71	N/A	\$13,682.48	Reallocation of position budget to accommodate a reclass of PCN 2035 from IT Analyst I (B30) to IT Analyst III (B34) to reflect increased complexity of security-related duties. Surplus salary from PCN 0955 to PCN 2035.	2/17/2023

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
0560 - Sheriff's Office	1867	Vacant	N/A	N/A	\$87,497.28	\$81,219.52	\$6,277.76	N/A	Reallocation of position budget to accommodate increased grade step from L1.5 to L1.7 for PCNs 1284 & 1865. Surplus salary from PCN 1867 to PCNs 1284 & 1865.	2/17/2023
0560 - Sheriff's Office	1284	Vacant	N/A	N/A	\$77,695.08	\$80,833.96	N/A	\$3,138.88	Reallocation of position budget to accommodate a increased grade step from L1.5 to L1.7 for PCNs 1284 & 1865. Surplus salary from PCN 1867 to PCNs 1284 & 1865.	2/17/2023
0560 - Sheriff's Office	1865	Vacant	N/A	N/A	\$77,695.08	\$80,833.96	N/A	\$3,138.88	Reallocation of position budget to accommodate a increased grade step from L1.5 to L1.7 for PCNs 1284 & 1865. Surplus salary from PCN 1867 to PCNs 1284 & 1865.	2/17/2023

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session**5.****Meeting Date:** 02/14/2023

Property Tax Refunds – Over 2500 – Thru 02/09/2023

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 02/09/2023 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

012723-020923 Refunds Over 2500

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 10:13 AM

Started On: 02/09/2023 09:04 AM



Date: February 9, 2023

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

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

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

Annex Locations:

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 February 9, 2023

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	02/03/2023	90901	CAPITAL TITLE OF TEXAS LLC	R508134 - Erroneous payment	-4,648.09
Total Refunds Payable - Taxpayers					-4,648.09
TOTAL					-4,648.09

Commissioners Court - Regular Session**6.****Meeting Date:** 02/14/2023

VSC Assets for Auction 2.14.23

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) 2015 Jeep Cherokee Vin #1224, pursuant to Texas Local Government Code 263.152.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

VSC Assets for Auction 2.14.23

Form Review**Inbox**

County Judge Exec Asst.

Purchasing (Originator)

Form Started By: Mary Watson

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Joy Simonton

Date

02/09/2023 09:25 AM

02/09/2023 10:39 AM

Started On: 02/08/2023 08:17 AM

County VIN/Serial Number	1C4RJEAG7FC231224
Make	JEEP
License Plate	KKB6252
Year	2015
Model	GRAND CHEROKEE
Reason for Status Change	NOT MECHANICALLY SOUND
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment/Door Number	SB1505
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Needs mechanical repair
Comments (mileage, mechanical issues, other info)	140K MILES. VALVETRAIN PROBLEMS IN ENGINE. REPAIRS DECLINED
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	2/14/2023
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	1224
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes

Workflow Process Notes	
2021 VSC Workflow	
Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	Confirmed
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ James David 2/7/2023 3:42 PM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 2/8/2023 6:40 AM
Authorizing Risk Employee Signature	✔ Logan Smith 2/8/2023 7:07 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 2/8/2023 7:21 AM
Purchasing Department Signature	✔ Mary Watson 2/8/2023 7:58 AM
DeparAuthSignedCalculated	No
ReceivingDeptaauthsigcalculated	EMPTY
ID	3
Version	11.0
Attachments	False
Created	1/30/2023 10:28 AM
Created By	Mark Stevens
Modified	2/8/2023 7:58 AM
Modified By	Mary Watson

Commissioners Court - Regular Session

7.

Meeting Date: 02/14/2023

Justice of the Peace 4 January 2023 Monthly Report

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

Information**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, January 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

JP4 EOM JAN 2023

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 09:50 AM

Started On: 02/08/2023 03:22 PM

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

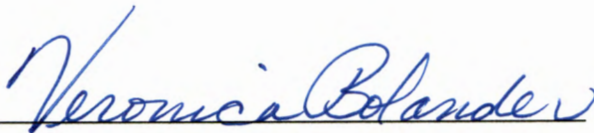
**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

**Before me, the undersigned authority, on this day personally appeared
Rhonda Redden, Justice of the Peace, Precinct 4, Williamson County, who on her
oath, stated that the attached report of money collected is a true and correct report
for the month of January 2023.**

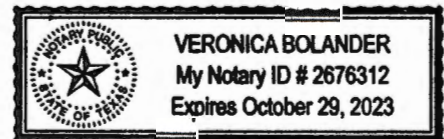


**RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR**

This 6th day of February 2023, to certify which witness my hand and seal of office.



NOTARY PUBLIC in and for the State of Texas



Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 01/01/2023 - 01/31/2023 Case Categories: Civil; Criminal
Locations: JP4

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

Final Totals		Fee Totals	Transaction Totals
Total Payments		48,431.02	48,431.02
Total Adjustments Impacting Payments		0.00	0.00
Final Fee Code Totals		48,431.02	48,431.02
Tender Method Summary			
Tender Types	Cash	2,015.17	2,015.17
	Cashier's Check	134.00	134.00
	Certified Payments Credit Card	32,375.35	32,375.35
	Check	1,577.00	1,577.00
	E-File Credit Card	11,786.50	11,786.50
	Money Order	543.00	543.00

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 01/01/2023 - 01/31/2023 Case Categories: Civil; Criminal
Locations: JP4

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207008 - JP 4-CASH BONDS	L-004-4-01-0100-0000-207008: 01-0100-0000-207008 - JP4 Cash Bonds	300.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	427.53
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	6,578.66
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	7,960.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	87.39
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	122.18
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	15,709.68
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	642.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	2,019.85
0100 - General Fund Total:		33,847.29
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	8.76
0361 - JP Security Fund Total:		8.76
0369 - JP-4 Truancy Program Fund		
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	10.95
0369 - JP-4 Truancy Program Fund Total:		10.95
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,070.00
0370 - Alternate Dispute Resolution Fund Total:		1,070.00
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	8.76
0372 - Justice Court Technology Fund Total:		8.76

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 01/01/2023 - 01/31/2023 Case Categories: Civil; Criminal
Locations: JP4

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	4.38
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	87.56
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	8,697.06
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	525.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	8.76
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	13.14
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	283.56
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.22
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	30.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	3,771.66
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	4.38
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	59.54
0399 - State Agency Fund Total:		13,485.26
Fee Totals for All Funds:		48,431.02

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 01/01/2023 - 01/31/2023 Case Categories: Civil; Criminal
Locations: JP4

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	37.39	10	0.00	0	0.00	0	37.39	10
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	278.56	61	0.00	0	0.00	0	278.56	61
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	405.41	83	0.00	0	0.00	0	405.41	83
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	8,697.06	150	0.00	0	0.00	0	8,697.06	150
2020CDF	Compliance Dismissal Fine	50.00	5	0.00	0	0.00	0	50.00	5
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	210.00	21	0.00	0	0.00	0	210.00	21
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	2,019.85	154	0.00	0	0.00	0	2,019.85	154
2020LTF	Local Traffic Fine (TC 542.403)	225.73	81	0.00	0	0.00	0	225.73	81
2020STF	State Traffic Fine (TC 542.4031)	3,762.18	81	0.00	0	0.00	0	3,762.18	81
2020TPF	Time Payment Fee CCP 102.030	122.18	11	0.00	0	0.00	0	122.18	11
AB	Abstract	15.00	2	0.00	0	0.00	0	15.00	2
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.95	2	0.00	0	0.00	0	5.95	2
CB	Cash Bond	300.00	1	0.00	0	0.00	0	300.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	87.56	3	0.00	0	0.00	0	87.56	3
CCOP	Civil Copies	2.50	2	0.00	0	0.00	0	2.50	2
CERT	Certified Copy	12.50	2	0.00	0	0.00	0	12.50	2
CFINE	County Fine	15,709.68	115	0.00	0	0.00	0	15,709.68	115
CHS	Courthouse Security Fee (CCP 102.017)	6.57	3	0.00	0	0.00	0	6.57	3
CHSJC	JP Security Fee (CCP 102.017)	2.19	3	0.00	0	0.00	0	2.19	3
CJS	Criminal Judicial Support Fee (LGC 103.105)	13.14	3	0.00	0	0.00	0	13.14	3
COLLFEE	Collection Agency Fee	427.53	6	0.00	0	0.00	0	427.53	6
CONT4	Constable Service Fee Pct #4	5,280.00	52	0.00	0	0.00	0	5,280.00	52
COPIES	Copies	9.00	1	0.00	0	0.00	0	9.00	1
DDF	Deferred Disposition Fee	202.00	5	0.00	0	0.00	0	202.00	5
IDF	Indigent Defense Fee (LGC 133.107)	4.38	3	0.00	0	0.00	0	4.38	3
JCTF	Justice Court Technology Fee (CCP 102.0173)	8.76	3	0.00	0	0.00	0	8.76	3
JFR	Jury Reimbursement Fee (CCP 102.0045)	8.76	3	0.00	0	0.00	0	8.76	3
JTP	Juvenile Truancy Program (CCP 102.0174)	10.95	3	0.00	0	0.00	0	10.95	3

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 01/01/2023 - 01/31/2023 Case Categories: Civil; Criminal
Locations: JP4

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
MVF	Moving Violation Fee (CCP 102.022)	0.22	3	0.00	0	0.00	0	0.22	3
NOT4	Constable #4 Notice Fee	80.00	1	0.00	0	0.00	0	80.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,070.00	214	0.00	0	0.00	0	1,070.00	214
SB41JCSF	Justice Court Support Fund	5,350.00	214	0.00	0	0.00	0	5,350.00	214
SB41LAF	Language Access Fund - LGC 135.155	642.00	214	0.00	0	0.00	0	642.00	214
SB41SCF	State Consolidated Fee	525.00	28	0.00	0	0.00	0	525.00	28
SFMCWV	State Fine - Motor Carrier Weight Violation	59.54	1	0.00	0	0.00	0	59.54	1
STF	State Traffic Fee (TC 542.4031)	30.00	1	0.00	0	0.00	0	30.00	1
STFS	State Traffic Fine Due To State (HB2048)	9.48	1	0.00	0	0.00	0	9.48	1
TFC	Traffic	3.57	2	0.00	0	0.00	0	3.57	2
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	4.38	3	0.00	0	0.00	0	4.38	3
WARC4	Warrant Fee - Constable Pct. 4	50.00	1	0.00	0	0.00	0	50.00	1
WPOSS	Writ of Possession	65.00	13	0.00	0	0.00	0	65.00	13
WSF4	Constable #4 - Writ Service Fee	2,600.00	13	0.00	0	0.00	0	2,600.00	13
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		48,431.02	1,580	0.00	0	0.00	0	48,431.02	1,580

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 1/01/2023-1/31/2023

	<u>DR</u>	<u>CR</u>	<u>GL Code</u>	<u>GL Description</u>	<u>ALLOCATION %</u>
Local CCC-Class C		\$2,019.85	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	\$706.95		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	\$721.38		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	\$577.10		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	\$14.42		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	\$2,019.85	\$2,019.85			100.000000%
Collected	\$2,019.85				

Commissioners Court - Regular Session**8.****Meeting Date:** 02/14/2023

Orphan Kitten Investment

Submitted By: Misty Valenta, Animal Services**Department:** Animal Services**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on an investment from the Orphan Kitten Club.

Background

The Orphan Kitten Club has selected the Williamson County Regional Animal Shelter with a \$10,000 investment in expanding their kitten nursery.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Orphan Kitten Investment

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Misty Valenta

Final Approval Date: 02/06/2023

Reviewed By

Becky Pruitt

Date

02/06/2023 01:51 PM

Started On: 02/06/2023 01:29 PM



Dear **Williamson County Regional Animal Shelter**,

Congratulations!

Orphan Kitten Club (hereafter referred to as “OKC”) is thrilled to support your lifesaving efforts by investing **[\$10,000]** in your organization in response to your Mightycat Program application **[ID-P141]**

Funds will be distributed via wire transfer following the return of this agreement along with OKC branding for use in images.

REQUIREMENTS:

By endorsing and depositing the grant award check, you represent and warrant that your organization will:

1. Use the funds for **“Extreme Makeover Kitten Edition”** as outlined in your proposal (specifically funding kennels, incubator, and various items needed in the room). If you are unable to use the funds as originally indicated, you agree to let Orphan Kitten Club know as soon as is reasonably possible and propose a new agreement on how the remaining funds could be used to impact the lives of kittens.
 0. Note that a proposal for alternate use of funds may or may not be approved
2. Complete the 2 follow-up grant reports in a timely manner. **This includes an update in 5 months after this agreement is signed to check in on the progress of the grant as well as a 10-month final check-in.**
 0. By that time, unless otherwise communicated, it is expected that the funding will have been used for the intended project and you will share data on how that impacted kittens in your community.
3. **Provide OKC with continued content** (photos, video, written stories) and updates for 2-3 of the kittens you have saved because of this funding.
4. **5-6 high-quality photos of the items purchased being used with OKC branding (stickers and signs) and action images that show the impact of the grant. We would like to see images that show incubators in use and kittens in the room with some OKC branding in some of the images.**
 0. For example, if we funded a staff member, we would like to see images of that team member in action (sending kittens to foster, providing treatments, etc). These images will be uploaded to a Dropbox folder and/or sent directly to an OKC team member via email.
5. Announce and **celebrate the investment from Orphan Kitten Club** (minimum: 1-3 posts on social media) utilizing the OKC branded items sent in the grant packet.
6. **Allow OKC to use your story, photos, and video clips** on our website, social media, newsletters, or any other way we would like to communicate this story to the public.

AWARD AMOUNT:



Orphan Kitten Club's funding decisions are made based on multiple factors, including our own grant budget. Our award amount may be greater or less than the amount you suggested. As long as your use of funds stays focused on lifesaving objectives that align with the Orphan Kitten Club Mission to protect the most vulnerable, you do not need to seek specific approval for each expenditure that deviates from the project description provided in the application. We trust that you will utilize these funds in the best manner possible to achieve the greatest return for your organization and community. If you are unable to complete the project outlined in your application, please contact us to discuss how the funding will need to be reallocated.

MUNICIPAL ORGANIZATIONS:

Municipalities are reminded that, per the certification, you agreed to during the application process, funds donated shall not supplant or replace existing government funding, may not be appropriated to the general funds of the municipality, but rather must be utilized and become an additional part of the funding of the animal control sheltering department.

NON-DISPARAGEMENT CLAUSE:

As a recipient of an Orphan Kitten Club Mightycat Grant, your organization shall not make any oral or written statement about OKC that is intended or reasonably likely to disparage the organization, or otherwise degrade the OKC's reputation in the animal welfare community.

Thank you for all you do for kittens! We look forward to hearing about the amazing lifesaving work you are able to accomplish with this investment.

Sincerely,

Orphan Kitten Club Team
1/5/23

Signature _____

Name & Title _____

Commissioners Court - Regular Session**9.****Meeting Date:** 02/14/2023

Approve Second Amendment with Optum and its Affiliates for Benefits/Human Resources Department

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the Second Amendment with Optum and its Affiliates (Optum Health Networks) regarding RFP# 21RFP3 Employee assistance and authorizing execution of the agreement.

Background

The ID Theft Core component cost will be revised downward from \$.07 per employee per month (PEPM) to \$0 effective January 1, 2023 and will reduce Customer's monthly self-bill rate from \$1.60 to \$1.53 PEPM. Once this is approved by the Commissioner's Court a credit will be applied towards the March Self Bill for the months of January and February in which this \$.07 PEPM was paid as per the current Administrative Fee Agreement. While the reduction is a minor one, every cent counts as potential estimated annual savings of \$1,500.00. The current budget is \$40,166.40. The funding source is 01.0885.0885.003600 Employee Assistance Program. The point of contact is Shelley Loughrey.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Amendment No 2

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 02/09/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

02/09/2023 09:09 AM

02/09/2023 09:30 AM

Started On: 02/08/2023 10:37 AM

**SECOND ADDENDUM
FOR AGREEMENT
BETWEEN WILLIAMSON COUNTY AND
OPTUM
AND ITS AFFILIATES
(OPTUM HEALTH NETWORK)
REGARDING
SOLICITATION #21RFP3
EMPLOYEE ASSISTANCE PROGRAM
(HR DEPARTMENT)**

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

THIS SECOND ADDENDUM is made and entered into by and between **Williamson County, Texas** (“Customer”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **United Behavioral Health**, a California corporation, which is a subsidiary of UnitedHealth Group, a Delaware corporation, and also a subsidiary of OptumHealth Holdings, LLC, a Delaware limited liability company (“Optum”). Customer agrees to engage Optum as an independent contractor, to assist in providing certain operational services pursuant to the following additional terms, conditions, and restrictions:

I.

ASA Section 5 Service Fees: The ID Theft Core component shall be revised from \$0.07 PEPM to \$0.00 effective January 1, 2023 and will reduce Customer’s monthly self-bill rate from \$1.60 to \$1.53 PEPM.

II.

In all other respects, the Agreement is reaffirmed.

III.

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

IN WITNESS WHEREOF, Customer and Optum have duly executed this Addendum to be effective as of January 1, 2023.

CUSTOMER:

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

OPTUM:

By: *Nathaniel Seltzer*
Nathaniel Seltzer (Jan 20, 2023 11:59 CST)

Printed Name: Nathaniel Seltzer

Representative Capacity: Director of Finance

Date: 01/20/2023, 20____

Commissioners Court - Regular Session**10.****Meeting Date:** 02/14/2023

Approval of Quote for Panasonic Android Mobile Ticket Writers from Tyler Technologies for the Sheriff's 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 contract #2023128 between Williamson County and Tyler Technologies for Panasonic Android Mobile Ticket Writers for total of \$20,000.00, pursuant to Sourcewell contract #090320-TT1, and authorizing the execution of the contract.

Background

The approval of this contract will benefit the Williamson County Sheriff's Department with four (4) Panasonic Android Ticket Mobile Writers, the proprietary software that runs the program, training for the users plus chargers, printers and hand straps. The attached quote has the details of the equipment being purchased. Legal, Contract Audit, Budget and IT have reviewed the contract. The line item being charged is 01.0100.0503.005008 as per FY23 budget. The department point of contact is Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Redacted Tyler Technologies quote for ticket writers

Form Review**Inbox**

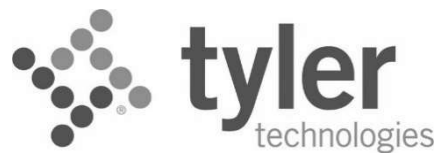
Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Mary Watson
Final Approval Date: 02/09/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

02/09/2023 08:59 AM
02/09/2023 09:10 AM
Started On: 01/20/2023 01:33 PM



INVESTMENT SUMMARY

Tyler Software	\$ 3,400
Services	\$ 4,468
Third-Party Products	\$ 11,180
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 19,048
Annual Recurring Fees/SaaS	\$ 238
Tyler Software Maintenance	\$ 714





Quoted By: James Mulvey
Quote Expiration: 3/2/23
Quote Name:

Sales Quotation For:
Williamson County Sheriff
508 S Rock St
Georgetown, TX 78626-5604
Phone: +1 (512) 943-1300

Shipping Address:
Williamson County Sheriff Pct. 1
1801 East Old Settlers Blvd. #105
Round Rock, Texas 78664

*****Sourcewell (formerly NJPA)
Contract#:090320-TTI Tyler
Technologies.
Category: Technology,Security &
Communication Solutions
Description:
Administrative Software Maturity
Date: 11/02/2024

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Enforcement Mobile				
License				
REF License - Android [4]	\$ 3,400	\$ 0	\$ 3,400	\$ 714
Total	\$ 3,400	\$ 0	\$ 3,400	\$ 714
TOTAL	\$ 3,400	\$ 0	\$ 3,400	\$ 714

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Enforcement Mobile				
Hosting Fee				
Hosting Fee	1	\$ 238	\$ 0	\$ 238



TOTAL**\$ 238****Services**

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enforcement Mobile					
4 hours (one half day) of remote End User Training	1	\$ 500	\$ 0	\$ 500	\$ 0
Set-Up & Configuration for hardware platform - HANDHELD	1	\$ 2,500	\$ 0	\$ 2,500	\$ 0
Project Management	2	\$ 734	\$ 0	\$ 1,468	\$ 0
TOTAL				\$ 4,468	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Enforcement Mobile					
FZ-N1EBJZZKM / Panasonic, N1, 9.0 w/data and voice, long life battery	4	\$ 1,577	\$ 6,308	\$ 0	\$ 0
FZ-SVTHHUC5Y / Panasonic, Warranty, Ultimate Care, 5 year	4	\$ 335	\$ 1,340	\$ 0	\$ 0
FZ-VSTN11BU / Panasonic, N1, Handstrap	4	\$ 44	\$ 176	\$ 0	\$ 0
CF-LNDDC120 / Panasonic, Vehicle charger-cigarette adapter	4	\$ 164	\$ 656	\$ 0	\$ 0
ZQ52-BUE0000-00 / Zebra, Printer, ZQ521	4	\$ 630	\$ 2,520	\$ 0	\$ 0
P1063406-031 / Zebra, ZQ520, Vehicle Charger, cig adapter	4	\$ 45	\$ 180	\$ 0	\$ 0
TOTAL			\$ 11,180		\$ 0

Summary**One Time Fees****Recurring Fees**

Total Tyler Software

\$ 3,400

\$ 714

Total Annual

\$ 0

\$ 238

Total Tyler Services	\$ 4,468	\$ 0
Total Third-Party Hardware, Software, Services	\$ 11,180	\$ 0
Summary Total	\$ 19,048	\$ 952
Contract Total	\$ 20,000	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.

Commissioners Court - Regular Session**11.****Meeting Date:** 02/14/2023

Approval of Door Control Rack Relocate Agreement with IES Communications, LLC for IT Department

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving agreement #2023135 between Williamson County and IES Communications, LLC for Door Control Rack Relocate in the amount of \$3,589.57, pursuant to contract #DIR-CPO-4813, and authorizing the execution of the agreement.

Background

This agreement is for relocating a door control rack. The total cost is \$3,589.57. Legal, Contract Audit, and IT have approved this agreement. The line item expenditure is being charged to 01.0100.0503.004100 as per FY23 budget. The department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

IES Door Control Relocate Agreement Redacted

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Misty Brooks
Final Approval Date: 02/09/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

02/09/2023 05:52 AM
02/09/2023 09:11 AM
Started On: 01/26/2023 08:14 AM

**CLIENT**

Williamson County
N/A
306 W 4th St
Georgetown, TX 78626

Quote Date:

1/19/2023

Web ID:**Site Code:**

DIR -CPO-4813

Project:

ATX-Door Control Rack Relocate

BACKGROUND:

IES Communications, LLC is pleased to submit for your review and approval the following proposal. Please feel free to contact us with any questions you might have during your review. The following is an outline of IES's proposal.

MANAGEMENT QUALITY ASSURANCE:

IES's plan for ensuring quality in the project starts with our pre-installation review. From the initial exchange of information concerning the project, an engineered and documented installation package has been constructed as part of the response process.

OVERVIEW:

- IES Communications to provide the following labor:
- Decommission existing door control racks on 2nd and 3rd floor
- Id, label, and document all existing wiring
- Decommission 4 inch conduit sleeves
- Mount Customer provided wall mount racks
- Rack all switched into new wall mount racks
- Patch all door control wires in switches
- Dress all cabling
- Standby to confirm connectivity
- Clean and cart all demoed materials

Scope of Work

Door Control Restack

- "IES Communications to provide the following labor:
- "Decommission existing door control racks on 2nd and 3rd floor
- "Id, label, and document all existing wiring
- "Decommission 4 inch conduit sleeves
- "Mount Customer provided wall mount racks
- "Rack all switched into new wall mount racks
- "Patch all door control wires in switches
- "Dress all cabling
- "Standby to confirm connectivity
- "Clean and cart all demoed materials

Project Standards

QUALITY ASSURANCE

An IES Project Manager will have the responsibility of meeting all quality objectives as defined in the installation package. Upon completion of specific tasks throughout the project, the Project Manager will be required to sign off before any additional work may be performed.

Each IES project is completed following the installation package, IES Standards Manual and IES Quality Audit policy. Informal and formal audits will be conducted throughout the life of the project. In case of any discrepancies between the installation criteria and the delivered product, a punch list will be developed and the corrections will be made promptly. After the final project audit has been completed, and any discrepancies corrected, a CLIENT representative will be asked to sign a project acceptance form.

INSTALLATION STANDARDS

All exposed cabling shall be neatly dressed and bundled.

IES shall test each U/UTP cable with a Fluke DTX-1800 and will fully certify each U/UTP cable in accordance with industry standards. IES shall provide the end user with test results in electronic format.

Unless otherwise notified IES shall implement an industry standard labeling scheme in accordance with the TIA/EIA-606A and TIA/EIA-942.

All cables shall be labeled within 4 inches of the termination point with a machine generated label.

Unless specifically stated in the scope of work there will be NO service loop at the workstation end.

IES shall support all cabling every 4-5 feet in accordance with the TIA/EIA 568-C.

LABELING / DOCUMENTATION

Documentation is critical to the success of an installation and contributes significantly to the ongoing level of customer satisfaction. Our engineered installation plan will serve as an installation blueprint.

An electronically printed adhesive label will be installed at the cable destination end to denote the origination point and the destination point on the faceplate and the patch panel. All labeling will conform to the ANSI/TIA/EIA 606, Administration Standard for the Telecommunications infrastructure of commercial Buildings.

All red line as-builds will be supplied to CLIENT and they will be updated throughout the project. Upon completion of the project, a logical drawing of the communication system will be provided to CLIENT.

Upon completion of the project, a cabling matrix will be provided to CLIENT that documents the location of all cabling within the TR and the floor.

Upon completion of the project, a complete turnover package will be submitted to CLIENT containing updated drawing as builds, cabling matrix, test results and any other pertinent information pertaining to the project.

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

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

IES Communications, LLC

General Terms and Conditions

DIR-CPO-4813, including pricing and customer mandatory terms are incorporated herein as if copied in full. Any conflicting terms with DIR-CPO-4813 customer mandatory terms will be controlled by the DIR-CPO-4813 customer mandatory terms.

TERMS OF PAYMENT: The customer agrees to pay IES (Contractor) the total purchase price, plus applicable sales tax, listed for the material and labor used as outlined in this Purchase Agreement. Contractor will provide labor progress invoices for work performed in association with this Purchase Agreement. All invoices are due no later than 30 days from receipt. If customer elects to finance the services and equipment on this Purchase Agreement through a Contractor third party authorized leasing source, an initial deposit of 20% is required at signing of this Purchase Agreement. The Contractor Finance department must give approval for special arrangements or terms other than stated herein.

EXPEDITE CHARGE: To avoid an expedite charge, Contractor must receive a signed Purchase Agreement and purchase order (if customers purchasing policy requires that a purchase order be issued) five (5) business days prior to the work commencing. Any special rush requests, if not included in this Purchase Agreement will be invoiced separately at a rate not to exceed 10% of this Purchase Agreements total selling price.

TIMELINE: Customer recognizes that if the project is delayed or accelerated due to reasons beyond the reasonable control of Contractor or its employees, that Contractor may incur additional expenses. Such expenses may include, but are not limited to, employee wages, materials, mileage, design and re-engineering fees and lodging. Customer agrees to reimburse Contractor for these additional expenses at a rate equal to Contractor's standard fees.

CHANGE IN SCOPE: Any change to the scope of work, as specified in this Purchase Agreement, which is requested by the customer or its duly authorized representative may only be effected through a written change order. The change order must be signed by an authorized representative of the customer, and an additional purchase order, or an amendment to the original purchase order, issued. All change orders to the original scope of work shall be bound to the Terms and Conditions stated herein.

CANCELLATION: Customer acknowledges that this is a non-cancelable Purchase Agreement. If customer elects to return any material or equipment delivered as part of this Purchase Agreement it must be un-used and in its original packaging. Customer will be liable for any restocking fees incurred by Contractor, at a rate equal to the amount charged to Contractor, on all returned material and equipment. Customer will also be liable for any and all labor hours performed at Contractor's standard hourly rate.

CUSTOMER RESPONSIBILITIES: Unless stated otherwise in the General Notes, Exclusions and Clarifications section of this contract it is the responsibility of the customer to provide the following:

A safe and secure method for storing all materials and equipment related to this project.

Copies of floor plans (electronic CAD files preferred in the DWG or DXF format) including the furniture layout and outlet locations (outlet locations maybe hand drawn).

Adequate environment at the work site IE: ventilation, lighting etc.

A single point of contact for the duration of the project.

LIMITATION: All prices remain in effect for fifteen (15) days from the date of this Purchase Agreement.

INSURANCE: IES will maintain the following types of insurance coverage and liability limits:

Commercial automobile insurance for all non-owned vehicles, covering bodily injury and property damage, with a limit of \$1,000,000 for each occurrence.

Commercial general liability insurance covering bodily injury, property damage, and contractual liability, with a limit of \$3,000,000 for each occurrence and \$6,000,000 general aggregate.

Workers' compensation, with the statutory requirement for coverage.

Additional Insured: IES will name CLIENT as an additional insured on IES Communications, LLC general liability policy.

Waiver of Subrogation: Rights of subrogation under the policies listed above will be waived in favor of CLIENT.

Certification: IES will provide CLIENT with a certificate of insurance confirming all insurance

Pricing:

Labor	\$3,433.32
Material	\$156.25
Other	\$0.00
Services	\$0.00
Total	\$3,589.57
Tax	\$0.00
Total with tax	\$3,589.57

The total lump sum for this proposal is **\$3,589.57** which includes all tax, material, labor, equipment, supplies, travel expenses and misc. expenses. Excluded from this proposal are any adds, moves, or changes during project, which will be billed separate from original proposal.

Authorization

Dear N/A

Web ID:



By signing below, I am accepting this proposal and the attached terms and conditions.

Customer Authorized Signature

Date

Customer Print Name

Customer Title

IES Communications, LLC

Account Rep: Bryan Beard

Bryan Beard

IES Authorized Signature

2-3-23

Date

Bryan Beard

IES Print Name

NOTES AND EXCLUSIONS

The following activities are not included unless specifically listed in the above detailed Scope of Work; and if required, additional charges may apply:

Installation of cable tray or conduit.

All vertical conduit sleeves between floors and entrance into the MPOE, MDF and IDF's to be provided by the electrical contractor or General Contractor.

All work is scheduled for regular business hours unless otherwise noted.

Costs associated with parking

Technicians must have free and clear access to all areas being cabled.

Coring and drilling of walls, floors, or headers

Improvement to building grounding system

Underground trenching or boring

Concrete/asphalt cutting or patching

Architecture or Engineer design or Consulting fees

Engineered stamped drawings

Cutting, patching, painting

Modifications to correct existing code/building violations or upgrade of systems to comply with State or City codes expressly excluded.

All electrical is provided and installed by others.

Any changes to the scope of work must be submitted in writing prior to the work being performed.

This proposal does not include labor to move furniture, PC or other end user equipment that will preclude IES from performing their duties.

IES will not certify cable runs longer than 100meters.

Commissioners Court - Regular Session**12.****Meeting Date:** 02/14/2023

Approval of Jail Fiber Riser Agreement with IES Communications, LLC for IT Department

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving agreement #2023136 between Williamson County and IES Communications, LLC for Fiber Riser on the Jail 3rd Floor in the amount of \$4,632.98, pursuant to contract #DIR-CPO-4813, and authorizing the execution of the agreement.

Background

This agreement is for installing armored fiber from the Jail 3rd floor intermediate distribution frame (IDF) to the 1st floor main distribution frame (MDF), located at 306 W 4th St, Georgetown, TX 78626. The total cost is \$4,632.98. Legal, Contract Audit, and IT have approved this agreement. The line item expenditure is being charged to 01.0100.0503.004510 as per FY23 budget. The department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

County Judge Exec Asst.

Purchasing (Originator)

Form Started By: Misty Brooks

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Joy Simonton

Date

02/06/2023 01:46 PM

02/09/2023 05:56 AM

Started On: 01/26/2023 09:00 AM

**CLIENT**

Williamson County
N/A
306 W 4th St
Georgetown, TX 78626

Quote Date:

1/15/2023

Web ID:**Site Code:**

DIR -CPO-4813

Project:

ATX-Jail 3rd Floor Fiber Riser

BACKGROUND:

IES Communications, LLC is pleased to submit for your review and approval the following proposal. Please feel free to contact us with any questions you might have during your review. The following is an outline of IES's proposal.

MANAGEMENT QUALITY ASSURANCE:

IES's plan for ensuring quality in the project starts with our pre-installation review. From the initial exchange of information concerning the project, an engineered and documented installation package has been constructed as part of the response process.

OVERVIEW:

Scope of Work

3rd floor Fiber tie

IES Communications to provide and install the following:

12 Strand Single mode Armored Fiber from 3rd floor IDF to 1st floor MDF

Maxcell cabling duct installed in existing 4 inch conduit

Terminate and certify Fiber

200 ft -12 Strand Armored Fiber- SM

2- Panduit SM LC fiber pigtails

2 -Panduit SM LC Coupler Panel

1- Panduit 1U Fiber Enclosure

120 ft- Maxcell- 1cell duct

Project Standards

QUALITY ASSURANCE

An IES Project Manager will have the responsibility of meeting all quality objectives as defined in the installation package. Upon completion of specific tasks throughout the project, the Project Manager will be required to sign off before any additional work may be performed.

Each IES project is completed following the installation package, IES Standards Manual and IES Quality Audit policy. Informal and formal audits will be conducted throughout the life of the project. In case of any discrepancies between the installation criteria and the delivered product, a punch list will be developed and the corrections will be made promptly. After the final project audit has been completed, and any discrepancies corrected, a CLIENT representative will be asked to sign a project acceptance form.

INSTALLATION STANDARDS

All exposed cabling shall be neatly dressed and bundled.

IES shall test each U/UTP cable with a Fluke DTX-1800 and will fully certify each U/UTP cable in accordance with industry standards. IES shall provide the end user with test results in electronic format.

Unless otherwise notified IES shall implement an industry standard labeling scheme in accordance with the TIA/EIA-606A and TIA/EIA-942.

All cables shall be labeled within 4 inches of the termination point with a machine generated label.

Unless specifically stated in the scope of work there will be NO service loop at the workstation end.

IES shall support all cabling every 4-5 feet in accordance with the TIA/EIA 568-C.

LABELING / DOCUMENTATION

Documentation is critical to the success of an installation and contributes significantly to the ongoing level of customer satisfaction. Our engineered installation plan will serve as an installation blueprint.

An electronically printed adhesive label will be installed at the cable destination end to denote the origination point and the destination point on the faceplate and the patch panel. All labeling will conform to the ANSI/TIA/EIA 606, Administration Standard for the Telecommunications infrastructure of commercial Buildings.

All red line as-builds will be supplied to CLIENT and they will be updated throughout the project. Upon completion of the project, a logical drawing of the communication system will be provided to CLIENT.

Upon completion of the project, a cabling matrix will be provided to CLIENT that documents the location of all cabling within the TR and the floor.

Upon completion of the project, a complete turnover package will be submitted to CLIENT containing updated drawing as builds, cabling matrix, test results and any other pertinent information pertaining to the project.

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

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

IES Communications, LLC

General Terms and Conditions

DIR-CPO-4813, including pricing and customer mandatory terms are incorporated herein as if copied in full. Any conflicting terms with DIR-CPO-4813 customer mandatory terms will be controlled by the DIR-CPO-4813 customer mandatory terms.

TERMS OF PAYMENT: The customer agrees to pay IES (Contractor) the total purchase price, plus applicable sales tax, listed for the material and labor used as outlined in this Purchase Agreement. Contractor will provide labor progress invoices for work performed in association with this Purchase Agreement. All invoices are due no later than 30 days from receipt. If customer elects to finance the services and equipment on this Purchase Agreement through a Contractor third party authorized leasing source, an initial deposit of 20% is required at signing of this Purchase Agreement. The Contractor Finance department must give approval for special arrangements or terms other than stated herein.

EXPEDITE CHARGE: To avoid an expedite charge, Contractor must receive a signed Purchase Agreement and purchase order (if customers purchasing policy requires that a purchase order be issued) five (5) business days prior to the work commencing. Any special rush requests, if not included in this Purchase Agreement will be invoiced separately at a rate not to exceed 10% of this Purchase Agreements total selling price.

TIMELINE: Customer recognizes that if the project is delayed or accelerated due to reasons beyond the reasonable control of Contractor or its employees, that Contractor may incur additional expenses. Such expenses may include, but are not limited to, employee wages, materials, mileage, design and re-engineering fees and lodging. Customer agrees to reimburse Contractor for these additional expenses at a rate equal to Contractor's standard fees.

CHANGE IN SCOPE: Any change to the scope of work, as specified in this Purchase Agreement, which is requested by the customer or its duly authorized representative may only be effected through a written change order. The change order must be signed by an authorized representative of the customer, and an additional purchase order, or an amendment to the original purchase order, issued. All change orders to the original scope of work shall be bound to the Terms and Conditions stated herein.

CANCELLATION: Customer acknowledges that this is a non-cancelable Purchase Agreement. If customer elects to return any material or equipment delivered as part of this Purchase Agreement it must be un-used and in its original packaging. Customer will be liable for any restocking fees incurred by Contractor, at a rate equal to the amount charged to Contractor, on all returned material and equipment. Customer will also be liable for any and all labor hours performed at Contractor's standard hourly rate.

CUSTOMER RESPONSIBILITIES: Unless stated otherwise in the General Notes, Exclusions and Clarifications section of this contract it is the responsibility of the customer to provide the following:

A safe and secure method for storing all materials and equipment related to this project.

Copies of floor plans (electronic CAD files preferred in the DWG or DXF format) including the furniture layout and outlet locations (outlet locations maybe hand drawn).

Adequate environment at the work site IE: ventilation, lighting etc.

A single point of contact for the duration of the project.

LIMITATION: All prices remain in effect for fifteen (15) days from the date of this Purchase Agreement.

INSURANCE: IES will maintain the following types of insurance coverage and liability limits:

Commercial automobile insurance for all non-owned vehicles, covering bodily injury and property damage, with a limit of \$1,000,000 for each occurrence.

Commercial general liability insurance covering bodily injury, property damage, and contractual liability, with a limit of \$3,000,000 for each occurrence and \$6,000,000 general aggregate.

Workers' compensation, with the statutory requirement for coverage.

Additional Insured: IES will name CLIENT as an additional insured on IES Communications, LLC general liability policy.

Waiver of Subrogation: Rights of subrogation under the policies listed above will be waived in favor of CLIENT.

Certification: IES will provide CLIENT with a certificate of insurance confirming all insurance

Pricing:

Labor	\$2,568.02
Material	\$2,064.96
Other	\$0.00
Services	\$0.00
Total	\$4,632.98
Tax	\$0.00
Total with tax	\$4,632.98

The total lump sum for this proposal is **\$4,632.98** which includes all tax, material, labor, equipment, supplies, travel expenses and misc. expenses. Excluded from this proposal are any adds, moves, or changes during project, which will be billed separate from original proposal.

Authorization

Dear N/A

Web ID:



By signing below, I am accepting this proposal and the attached terms and conditions.

Customer Authorized Signature

Date

Customer Print Name

Customer Title

IES Communications, LLC

Account Rep: Bryan Beard

Bryan Beard

IES Authorized Signature

2-3-23

Date

Bryan Beard

IES Print Name

NOTES AND EXCLUSIONS

The following activities are not included unless specifically listed in the above detailed Scope of Work; and if required, additional charges may apply:

Installation of cable tray or conduit.

All vertical conduit sleeves between floors and entrance into the MPOE, MDF and IDF's to be provided by the electrical contractor or General Contractor.

All work is scheduled for regular business hours unless otherwise noted.

Costs associated with parking

Technicians must have free and clear access to all areas being cabled.

Coring and drilling of walls, floors, or headers

Improvement to building grounding system

Underground trenching or boring

Concrete/asphalt cutting or patching

Architecture or Engineer design or Consulting fees

Engineered stamped drawings

Cutting, patching, painting

Modifications to correct existing code/building violations or upgrade of systems to comply with State or City codes expressly excluded.

All electrical is provided and installed by others.

Any changes to the scope of work must be submitted in writing prior to the work being performed.

This proposal does not include labor to move furniture, PC or other end user equipment that will preclude IES from performing their duties.

IES will not certify cable runs longer than 100meters.

Commissioners Court - Regular Session**13.****Meeting Date:** 02/14/2023

Approval of Agreement for Laserfiche Annual Support from MCCi, LLC for IT Department

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the Laserfiche Annual Support agreement #2023140 from MCCi, LLC in the amount of \$97,658.10, pursuant to BuyBoard cooperative contract #625-20, and authorizing execution of the quote.

Background

Approval of this item will support departments across the county that use Laserfiche. The document is attached that outlines the details of the annual support for the period of 4/1/2023-3/31/2024. IT and budget have reviewed this item. This expenditure will be charged to FY23 01.0100.0503.004505. Department contact is Alison Gleason.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

MCCI agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 02/09/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

02/09/2023 06:11 AM

02/09/2023 09:14 AM

Started On: 02/03/2023 08:50 AM



Bill To: Williamson County Attention: Tammy McCulley Info Technology Srvs Georgetown, TX 78626		Invoice Number	
		Invoice Date	1/20/2023
		PO Number	
		Payment Terms	Net 30
		Customer ID	WILLIATX01
		End Customer ID	WilliamsonCounty
Reference: Annual Billing for 2023-2024		Buyboard 625-20	

Laserfiche Renewal Coverage Period: 4/1 - 3/31

Description	Quantity	Unit Price	Extended Amount
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Software Support (LF)

Laserfiche Rio SDK - Basic Annual Support	1	\$675.00	\$675.00
Laserfiche Rio Quick Fields Agent - Basic Annual Support	1	\$1,800.00	\$1,800.00
Laserfiche Rio Quick Fields Core - Basic Annual Support	3	\$900.00	\$2,700.00
Laserfiche Rio Forms Portal - Basic Annual Support	1	\$1,439.10	\$1,439.10
Laserfiche Rio Public Portal license for 2 Laserfiche Rio Servers - Basic Annual Support	1	\$9,000.00	\$9,000.00
Laserfiche Rio Import Agent - Basic Annual Support	1	\$270.00	\$270.00
Laserfiche Rio Forms Authenticated Participant (50-199 users) - Basic Annual Support	85	\$25.20	\$2,142.00
Laserfiche Rio Connector (200-499 users) - Basic Annual Support	402	\$5.94	\$2,387.88
Laserfiche Rio Forms Professional (200-499 users) - Basic Annual Support	402	\$11.88	\$4,775.76
Laserfiche Rio Records Management Edition Named Full User (200-499 users) - Basic Annual Support	402	\$130.68	\$52,533.36
Subtotal			\$77,723.10

Supplemental Support Subscription (LF)

Process Administration Support Services for Laserfiche, Level 2	1	\$9,810.00	\$9,810.00
MCCI SLA for Laserfiche (250-499 Users)	1	\$10,125.00	\$10,125.00
Subtotal			\$19,935.00

Subtotal	\$97,658.10
Downpayment Applied	-\$0.00
Sales Tax	\$0.00
Total Due	\$97,658.10

Electronic Payment Information:
MCCI, LLC
c/o Enterprise Bank
ABA: 081006162
Account: [REDACTED]
(800) 342-2633

Thank you for your business.

Mail-in Payment Information
MCCI, LLC
c/o Enterprise Bank
P.O. Box 790379
St. Louis, MO 63179-0379
(800) 342-2633

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311

Commissioners Court - Regular Session**14.****Meeting Date:** 02/14/2023

Approval of Purchase of Forescout License from Free-it Data Solutions, Inc. for IT Department

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving agreement #2023144 for Forescout software license from Free It Data Solutions, Inc. in the amount of \$79,774.50, pursuant to DIR cooperative contract #DIR-TSO-4288, and authorizing execution of the agreement.

Background

Approval of this item will support IT countywide operations. Forescout software will allow the IT Department to monitor security of any device that is connected to the county network and will let operations block or configure requirements for those devices on the network. IT and budget have reviewed this purchase. This expenditure will be charged to 01.0100.0503.005741 as per FY23 budget. Department contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 02/09/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

02/09/2023 06:30 AM

02/09/2023 09:16 AM

Started On: 02/03/2023 01:36 PM



Contract No: DIR-TSO-4288
TAX ID#: 27-2209002
Term: NET 30
FOB: Destination

Williamson County

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

Quote Number: [REDACTED]
Quote Date: 1/27/2023
Expiration Date: 2/26/2023

Freeit Data Solutions, Inc.

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

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

Qty	Part Number	Description	Unit Price	Ext Price
Forescout - 1yr Term - Budgetary				
Software				
65	FS-LIC-TERM-ASIGH-TCONTROL-100-1	Forescout eyeSight and eyeControl Term License for 100 endpoints - 1 Year Term with ActiveCare Advanced	\$758.52	\$49,303.80
65	FS-LIC-TERM-ARE-COVER-100-1	Forescout eyeRecover Term License for 100 endpoints - 1 Year Term with ActiveCare Advanced	\$94.81	\$6,162.65
65	FS-LIC-TERM-AECO-100-1	Forescout eyeExtend Ecosystem Term License for 100 endpoints - 1 Year Term with ActiveCare Advanced	\$373.97	\$24,308.05
65	FS-LIC-TERM-AMOD-CONNECT100-1	Forescout eyeExtend Connect Term License for 100 endpoints with Connect Apps - 1 Year Term with ActiveCare Advanced	\$0.00	\$0.00
Subscription Period Duration: 12 Months				
List Total:				\$149,500.00
DIR Discounted Total:				\$146,510.00
Shipping and Tax not applicable:				\$0.00
Additional Discount:				(\$66,735.50)
Grand Total:				\$79,774.50

Customer Signature of Acceptance

PO#

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/DIR-TSO-4288> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

Commissioners Court - Regular Session**15.****Meeting Date:** 02/14/2023

Approval of Purchase of Cradlepoint Maintenance from GTS Technology Solutions, Inc. for IT Department

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving purchase #2023145 for FY23 Cradlepoint maintenance from GTS Technology Solutions, Inc. in the amount of \$55,574.70 pursuant to DIR cooperative contract #DIR-CPO-4751.

Background

This is for renewal of maintenance for Cradlepoint mobile routers used by Constables, Sheriff, EMS and others to maximize the reach and reliability of the wireless area network. The quote is attached outlining the details. IT and budget have reviewed this purchase. This expenditure will be charged to 01.0100.0523.004500 as per V budget. Department contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Quote

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Erica Smith
Final Approval Date: 02/09/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

02/09/2023 06:53 AM
02/09/2023 09:22 AM
Started On: 02/07/2023 10:59 AM



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 275
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: [REDACTED]
 Date: 1/25/2023
 Delivery Date:
 Expire Date: 2/24/2023
 Customer ID: TXWLCO13004
 Sales Contact: Jonathan Wey

QUOTE FOR:			SHIP TO:			
Williamson County			Williamson County			
CUSTOMER P.O. NO.		TERMS		SALES REP		
		Net 30 Days		Tanner Funke		
SHIPPING TERMS			SHIP VIA			
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	BA1-NCESS-R: CRADLEPOINT INC : 1-yr renewal of NetCloud Essentials for Branch Routers (Prime) NOTE: Start Date: 3/26/2023 End Date: 3/25/2024	DIR-CPO-4751	1.00	EACH	\$191.70	\$191.70
2	MA1-NCADV-R: 1-yr Renewal NetCloud Mobile Advanced Plan (requires corresponding Essentials Plan) NOTE: Start Date: 3/26/2023 End Date: 3/25/2024	DIR-CPO-4751	1.00	EACH	\$126.90	\$126.90
3	MA1-NCESS-R: 1-yr renewal of NetCloud Essentials for Mobile Routers (Prime) NOTE: Start Date: 3/26/2023 End Date: 3/25/2024	DIR-CPO-4751	250.00	EACH	\$191.70	\$47,925.00
4	MB01-NCADV-R: 1-yr Renewal NetCloud Mobile Performance Advanced Plan (requires corresponding Essentials Plan) NOTE: Start Date: 3/26/2023 End Date: 3/25/2024	DIR-CPO-4751	1.00	EACH	\$183.60	\$183.60
5	MB01-NCESS-R: CRADLEPOINT INC : 1-yr Renewal NetCloud Mobile Performance Essentials Plan NOTE: Start Date: 3/26/2023 End Date: 3/25/2024	DIR-CPO-4751	11.00	EACH	\$221.40	\$2,435.40
6	TB1-NCESS-R: 1-yr Renewal NetCloud IoT Essentials Plan NOTE: Start Date: 3/26/2023 End Date: 3/25/2024	DIR-CPO-4751	6.00	EACH	\$75.60	\$453.60
7	MA1-NCESS-R: 1-yr renewal of NetCloud Essentials for Mobile Routers (Prime) NOTE: Start Date: 6/24/2023 End Date: 3/25/2024	DIR-CPO-4751	6.00	EACH	\$144.43	\$866.58
8	MB01-NCESS-R: CRADLEPOINT INC : 1-yr Renewal NetCloud Mobile Performance Essentials Plan NOTE: Start Date: 7/1/2023 End Date: 3/25/2024	DIR-CPO-4751	15.00	EACH	\$162.56	\$2,438.40
9	MB01-NCESS-R: CRADLEPOINT INC : 1-yr Renewal NetCloud Mobile Performance Essentials Plan NOTE: Start Date: 7/1/2023 End Date: 3/25/2024	DIR-CPO-4751	6.00	EACH	\$158.92	\$953.52

Continued...

Page: 1 of 2



GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote

Quote #: XXXXXXXXXX
Date: 1/25/2023
Delivery Date:
Expire Date: 2/24/2023
Customer ID: TXWLCO13004
Sales Contact: Jonathan Wey

QUOTE FOR:		SHIP TO:	
Williamson County		Williamson County	
CUSTOMER P.O. NO.	TERMS	SALES REP	
	Net 30 Days	Tanner Funke	
SHIPPING TERMS		SHIP VIA	
NO.	ITEM	CONTRACT	QTY. UOM PRICE EXTENDED PRICE

Total Weight (EACH):	0	Sales Total:	\$55,574.70
Total Volume (EACH):	0	Freight & Misc.:	\$0.00

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.

Tax Total:	\$0.00
Total (USD):	\$55,574.70

Commissioners Court - Regular Session**16.****Meeting Date:** 02/14/2023

Approval of License Conversion from Cellebrite, Inc. for the 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 #2023146 for a digital forensics application license conversion from Cellebrite, Inc. at no cost to Williamson County and authorizing execution of the agreement.

Background

Approval of this item will support forensic analysts in the Williamson County Sheriff's Office. The current Touch2 extraction hardware used in the field is nearing its end-of-life. Rather than purchasing the next generation the Sheriff's Office seeks to convert the existing license to a computer based license for both lab and field use at no charge to the County. IT has reviewed this agreement. This conversion comes at no cost to the county. Department contact is Roy Klingelberger.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 02/09/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

02/09/2023 09:15 AM

02/09/2023 10:23 AM

Started On: 02/08/2023 01:18 PM

Cellebrite Inc.
7 Campus Drive
Suite 210
Parsippany New Jersey 07054
United States

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
<http://www.cellebrite.com>



Cellebrite

Digital intelligence
for a safer world

Quote

Quote#

Date:

Feb 03, 2023

Billing Information

Williamson County Sheriff's
Office
508 Rock Street
Georgetown, Texas 78626-5604
United States
Contact: Roy Klingelberger
Phone: 5129435264

Delivery Information

Williamson County Sheriff's
Office
508 Rock Street
Georgetown, TX 78626-5604
United States
Contact: Roy Klingelberger
Phone: 5129435264

End Customer: Williamson County Sheriff's Office

Click [here](#) to process with Credit Card payment

By clicking the link above and accepting this quote,

You are expressing your agreement and compliance to and with the terms contained on this quote.

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00051547	Mar 05, 2023	Net 30	USD	Clay Lawson

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price\Unit	Net Price
F-UFD-03-024	Trade in from UFED Touch to UFED 4PC, Without Cable Kit	1			7213907	0.00	0.00

SubTotal	USD 0.00
Shipping & Handling	USD 0.00
Sales Tax	USD 0.00
Total	USD 0.00

Comments:

Quote Number: [REDACTED]

Prepared by Lisa Lang

Page 1 of 2

Terms and Conditions:

- Freight Terms: FCA (NJ)
- Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- Quote is subjected to regulation approval.
- General: Purchases of any products sold by Cellebrite are governed by <http://legal.cellebrite.com/us/index.html>
- EULA: Software is licensed by Cellebrite in accordance with an end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>
- Advanced Services (CAS): Purchases of Cellebrite Advanced Services are governed by <https://legal.cellebrite.com/CB-us-us/index.html>
- Premium: The following terms apply only to the following products: Cellebrite Premium <http://legal.cellebrite.com/intl/PremiumUS.htm>
- Pathfind
- er: <https://legal.cellebrite.com/PF-Addendum.htm>
- Training Services: Subject to the terms and conditions at <http://legal.cellebrite.com/intl/Training.htm>
- SaaS: <https://legal.cellebrite.com/Cellebrite-SaaS-Terms-of-Service-October-18-2021.htm>

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Order on behalf the engaging company ("Company"), and I hereby approve that my signature is legally binding upon the Company. By signing this Order I hereby confirm and approve that the terms and conditions with respect to the services described in this Order are the only terms and conditions that apply in this regard, and no other documents and/or forms and/or other terms and conditions shall apply.

Signature & Stamp: _____

Effective Date: _____

Name (Print): _____

Title: _____

Please sign and email to Lisa Lang at lisa.lang@cellebrite.com

Commissioners Court - Regular Session

17.

Meeting Date: 02/14/2023

Approval of Agreement for ERAD Recovery Software with ERAD Group, Inc. for the 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 #2023147 for Electronic Recovery and Access to Data (ERAD) Recovery Enterprise Agreement with ERAD Group, Inc. for the Williamson County Sheriff's Office in the amount of \$3,000.00, and authorizing execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Department. The ERAD Recovery Software solution allows law enforcement to read magnetic stripe cards, identify crucial payment card information including identifying if it's a fraudulently cloned card, freeze funds, recover stolen funds and document all of the information in concise and easy to read automated reports. The readers were purchased on 10/7/22. However, This agreement was not initially provided to Williamson County at the time of purchase of the readers.

ERAD can assist law enforcement by detecting indicators of human trafficking from a suspects phone number or email and connecting it to other criminal cases. The system can assist investigations with tracking and seizing illicit funds in cash and crypto currency, and track skimmers commonly found on gas pumps and ATM machines used to steal credit card information. IT, legal, and budget have reviewed this purchase. This expenditure was charged to 01.0100.0560.003008 as per FY23 budget. Department contact is Lieutenant Russell Travis.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Erica Smith
Final Approval Date: 02/09/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

02/09/2023 09:33 AM
02/09/2023 10:18 AM
Started On: 02/08/2023 02:08 PM



ERAD-RECOVERY™ AGREEMENT

This ERAD-Recovery Agreement is made between ERAD Group, Inc. ("EGI") and Williamson County Sheriff's Office ("Agency"), acting on behalf of Williamson County.

1. Introduction.

Agency will use EGI's ERAD-Recovery software ("Product") to access the client processing service described herein ("Payment Processing Service") in order to: (i) determine relevant issuer and processor information from prepaid access devices and other payment cards; (ii) identify the monetary amount of funds stored on prepaid access cards and other prepaid access devices; and (iii) freeze and seize funds on prepaid access cards, prepaid access devices, and debit cards for subsequent deposit to an authorized depository account owned and controlled by Agency.

2. Term.

This Agreement is effective as of February 14th, 2023, ("Agreement Effective Date"), and shall remain in effect for an initial period of One (1) year ("Initial Period"). After the Initial Period, this Agreement shall be extended automatically for successive One (1) year periods (each a "Renewal Term"). Either party may terminate this Agreement as of the end of the then-current term by giving written notice at least ninety (90) days prior to the end of the then-current term. The Initial Term and all Renewal Terms shall be referred to as the "Term."

3. Fees.

Agency shall pay EGI the following fees:

Annual Enterprise License	\$ 3,000.00
Prepaid Card Seizure Processing Up To \$20,000 Per Year	Included
Additional Prepaid Card Seizure Fee - 6% of Seizure Amount	

Agency must pay any fees, anticipated returns, fines or other third party charges associated with use of the Product (collectively, "Pass-Through Fees"), including, chargeback fees, retrievals and fines.

4. Payment Processing Service. Agency shall use the Product to access the Payment Processing Service.

5. Exclusivity. EGI shall be the sole and exclusive provider of the Payment Processing Service to Agency and its affiliates, and neither Agency nor any of its affiliates shall engage a third party to provide the same or similar service, nor shall Agency provide same on its own behalf.

By signing below, you agree to the terms of this Agreement and the ERAD Agreement General Terms & Conditions version 2.1 incorporated herein by reference.

Williamson County Sheriff's Office
508 S. Rock Street
Georgetown TX 78626

Tel: 512-943-1300

Mike Gleason
Sheriff

Date:

Bill Gravell, Jr.
County Judge

Date

ERAD Group, Inc.
5301 Alpha Road, Suite 80-17
Dallas, TX 75240
Tel: (571) 207-3723

Steve Beckerman
Chief Operating Officer

2/7/2023

Date

Commissioners Court - Regular Session**18.****Meeting Date:** 02/14/2023

Approval of Contract #T2585 Renewal #2 for Jail Pharmaceuticals with Westwood Pharmacy for the Jail

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

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the extension of Contract #T2585 Jail Pharmaceuticals, renewal option period #2, for the same pricing, terms and conditions as the existing contract with Westwood Pharmacy for the 12-month term of April 19, 2023 - April 18, 2024.

Background

This is the second (2) renewal period for this contract. The Williamson County Jail Department has confirmed that the vendor met all of the County requirements on this contract and requests renewal. Funding source 01.0100.0570.003307. Department contact is Doug Wheless and Abigail Dass.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Renewal #2 Form and Price Tab

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kim Chappius
Final Approval Date: 02/09/2023

Reviewed By

Joy Simonton
Becky Pruitt

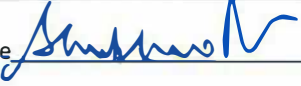
Date

02/09/2023 06:36 AM
02/09/2023 09:18 AM
Started On: 02/06/2023 09:24 AM



Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	T2585	Department:	Sheriff's Office/Corrections/Jail						
Vendor Name:	WESTWOOD PHARMACY								
Purpose/Intended Use of Product or Service (summary):									
RENEWAL #2 OF JAIL PHARMACEUTICALS									
Type of Contract:	RFP	Start Date:	4/19/2023						
Purchasing Contact:	KIM CHAPPIUS	End Date:	4/18/2024						
Department Contact:	ABIGAIL DASS								
<ul style="list-style-type: none">Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.PLEASE INCLUDE THE FOLLOWING:<ul style="list-style-type: none">COMPLETED 1295 FORM; ANDRENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.Extend Contract for the 2nd (final) of TWO (2) ONE (1) year renewal option periods: <table><tr><td>Renewal Option Period 2</td><td>APRIL 19, 2023 – APRIL 18, 2024</td></tr><tr><td>Renewal Option Period 1</td><td>APRIL 19, 2022 – APRIL 18, 2023</td></tr><tr><td>Initial Contract Period</td><td>APRIL 19, 2021 – APRIL 18, 2022</td></tr></table>				Renewal Option Period 2	APRIL 19, 2023 – APRIL 18, 2024	Renewal Option Period 1	APRIL 19, 2022 – APRIL 18, 2023	Initial Contract Period	APRIL 19, 2021 – APRIL 18, 2022
Renewal Option Period 2	APRIL 19, 2023 – APRIL 18, 2024								
Renewal Option Period 1	APRIL 19, 2022 – APRIL 18, 2023								
Initial Contract Period	APRIL 19, 2021 – APRIL 18, 2022								
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE									
Vendor <u>Westwood Pharmacy</u>	Williamson County, 710 Main St., Georgetown, TX 78626								
Name <u>Shubhro Pal</u>	Bill Gravell, Jr								
Title <u>Director of Pharmacy</u>	Williamson County Judge								
Signature <u></u>	Signature _____								
Date <u>1/31/23</u>	Date _____								

T2585 Jail Pharmaceuticals

Drug Name	Brand	Generic
ABILIFY MAINTENA 400MG INJ	\$2,191.02	
ALBUTEROL SULFATE, HFA		\$0.18
AMITRIPTYLINE HCL 25MG TAB		\$0.04
AMLODIPINE 5MG TAB		\$0.09
AMOXICILLIN 500MG CAP		\$0.04
ARISTADA 662MG INJ	\$760.23	
ATORVASTATIN CALCIUM, 40MG, TAB		\$0.29
ATRIPLA TAB	\$89.95	
AZITHROMYCIN, 250MG, TAB		\$0.39
BENZTROPINE MESYLATE, 1MG, TAB		\$0.04
BUPROPION HCL 100MG TAB		\$0.06
BUPROPION HCL 75MG TAB		\$0.05
BUSPIRONE HCL 10MG TAB		\$0.07
CARBAMAZEPINE 200MG TAB		\$0.08
CARVEDILOL, 6.25MG, TAB		\$0.11
CEPHALEXIN, 500MG, CAP		\$0.07
CIPROFLOXACIN HCL 500MG, TAB		\$0.25
CLINDAMYCIN HCL 300MG CAP		\$0.19
CLONIDINE HCL 0.1MG TAB		\$0.02
DESCOVY 200-25MG TAB	\$61.08	
DICYCLOMINE HCL, 10MG, CAP		\$0.03
DIVALPROEX SODIUM 500MG DR TAB		\$0.06
DOXEPIN, 50MG, CAP		\$0.13
DULOXETINE HCL, 60MG, CAP		\$0.40
ELIQUIS 5MG TAB	\$7.78	
EPINEPHRINE, 0.3MG, INJ	\$99.50	
ESCITALOPRAM OXALATE 10MG TAB		\$0.24
FLUOCINONIDE, 0.05%, CREAM		\$0.40
FLUOXETINE HCL 20MG CAP		\$0.14
FLUOXETINE HCL 40MG CAP		\$0.26
GABAPENTIN 300MG CAP		\$0.07
GABAPENTIN 600MG TAB		\$0.13
GLIPIZIDE ER, 10MG, TAB		\$0.10
GUANFACINE HCL, 1MG, TAB		\$0.53
HALOPERIDOL, 10MG, TAB		\$0.32
HUMALOG, 100ML, INJ	\$12.99	
HYDRALAZINE, 25MG, TAB		\$0.03
HYDROCHLOROTHIAZIDE 12.5MG CAP		\$0.03
HYDROXYZINE HCL 25MG TAB		\$0.03
HYDROXYZINE HCL 50MG TAB		\$0.05
HYDROXYZINE PAMOATE 50MG CAP		\$0.07
HYDROXYZINE PAMOATE 50MG CAP		\$0.08
INVEGA SUST 234/1.5MG INJ	\$1,882.20	
ISOSORBIDE MN, 10MG, TAB		\$0.10
LABETALOL HCL, 200MG, TAB		\$0.09
LAMOTRIGINE 25MG TAB		\$0.20
LANTUS 100U/ML INJ	\$21.10	
LATUDA 20MG	\$35.50	
LEVETIRACETAM 500MG TAB		\$0.18
LEVOFLOXACIN, 500MG, TAB		\$0.96
LEVOTHYROXINE SODIUM, 50MCG, TAB		\$0.07
LISINOPRIL 20MG TAB		\$0.05
LISINOPRIL 5MG TAB		\$0.04
LITHIUM CARBONATE 300MG CAP		\$0.03
LITHIUM CARBONATE 600MG CAP		\$0.02
LOSARTAN POTASSIUM, 50MG, TAB		\$0.11
METFORMIN HCL 1000MG TAB		\$0.12

METFORMIN HCL 500MG TAB		\$0.03
METHIMAZOLE, 10MG, TAB		\$0.03
METHOCARBAMOL 750MG TAB		\$0.05
METOPROLOL TARTRATE 25MG TAB		\$0.02
MIRTAZAPINE 15MG TAB		\$0.13
MONTELUKAST SODIUM, 10MG, TAB		\$0.28
MUPIROCIN, 2%, OINTMENT	\$0.12	
OLANZAPINE 10MG TAB		\$0.99
OLANZAPINE 5MG TAB		\$0.61
OXCARBAZEPINE, 300MG, TAB		\$0.13
PAROXETINE HCL 20MG TAB		\$0.13
PERMETHRIN, 5%, CREAM	\$0.23	
PERPHENAZINE, 16MG, TAB		\$0.19
PIOGLITAZONE HCL, 30MG, TAB		\$0.53
POTASSIUM CHLORIDE ER, 20MEQ, TAB		\$0.13
PRAZOSIN, 2MG, CAP		\$0.15
PROPRANOLOL HCL 20MG TAB		\$0.05
RISPERIDONE, 1MG, TAB		\$0.22
SERTRALINE HCL 100MG TAB		\$0.14
SULFAMETHOXAZOLE-TRIMETHOPRIM 800-160 TAB		\$0.07
SYMITUZA, 800-130-200-, TAB	\$127.50	
TAMSULOSIN HCL 0.4MG CAP		\$0.21
TIVICAY 50MG TAB	\$63.00	
TOPIRAMATE, 50MG, TAB		\$0.25
TRAZODONE HCL, 100MG, TAB		\$0.05
TRIAMCINOLONE ACETONIDE 0.1% CRM		\$0.03
XARELTO 15MG TAB	\$14.00	
ZIPRASIDONE, 40MG, CAP		\$0.40

Commissioners Court - Regular Session**19.****Meeting Date:** 02/14/2023

Authorize Issuing IFB #23IFB45 2-Ton Mini Split Unit for the IDF Room at Justice Center for Facilities Management

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for a 2-Ton Mini Split Unit for the IDF Room at Williamson County Justice Center, under IFB #23IFB45.

Background

Williamson County is seeking qualified companies to provide a turnkey 2-ton capacity Mitsubishi and or equivalent mini split unit for the IDF Room at Williamson County Justice Center along with installation and startup. Budgeted amount: \$100,000.00. Funding source: 01.0100.1009.004509. Christi Stromberg is the Point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Gretchen Glenn
Final Approval Date: 02/09/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

02/09/2023 06:27 AM
02/09/2023 09:19 AM
Started On: 02/06/2023 04:40 PM

Commissioners Court - Regular Session**20.****Meeting Date:** 02/14/2023

Award of RFQ #21RFSQ2 for North Jail Chiller Analysis to Johnston, LLC for Facilities Management

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding RFQ #21RFSQ2 providing continuing engineering services for North Jail Chiller Analysis to Johnston, LLC in the amount up to \$15,000.00 and authorize execution of the agreement.

Background

The consultant is recommended for award through RFQ #21RFSQ2. Johnston, LLC is being recommended for this particular project for their specific mechanical engineering expertise in jail mechanical systems. Johnston, LLC shall assess the current HVAC system for the North Jail to verify redundancy in existing systems and whether a fourth chiller is needed or feasible to provide heating/ cooling to the future 4th floor expansion. The current system has built in redundancy but may not be able to support a fourth Chiller. If an additional chiller is not feasible or required, the County can save a significant amount of infrastructure dollars by not installing the chiller. The funding Source: 01.0100.1008.004100 and the point of contact is Trenton Jacobs.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Professional Service Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 02/09/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

02/09/2023 07:00 AM

02/09/2023 09:32 AM

Started On: 02/08/2023 10:37 AM



AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: Jail North Chiller Analysis ("Project")

**ARCHITECT/
ENGINEER:**

Johnston, LLC ("A/E")
J. Alan Johnston, Jr., P.E., President
2603 August Dr.; Suite 1600
Houston, TX 77057

**COUNTY'S DESIGNATED
REPRESENTATIVE:**

Williamson County Facilities Management
Director of Facilities Management
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), 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, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

WHEREAS, County intends to analyze the existing HVAC system in the North Jail to determine is an additional chiller is needed or feasible to support the build-out of the fourth floor; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1 SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2 CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.

County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

2.3 Project Documents.

In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1

Texas Accessibility Standards (TAS) of the Architectural Barriers Act, **Article 9102, Texas Civil Statutes**, Effective March 15, 2012, including latest revisions

2.3.2

Americans with Disabilities Act (ADA)

2.3.3

Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4

Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3

NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.

A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.

A/E must sign the Debarment Certification enclosed herewith as Exhibit E.

3.3 Financial Interest Prohibited.

A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4

CHARACTER AND SCOPE OF SERVICES

4.1

In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2

A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

4.2.1

The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2

As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3

The detailed Basic Services for the Project is set forth herein as Exhibit A to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5 TIME FOR PERFORMANCE

5.1 Commencement.

A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.

A/E agrees to complete the Basic Services within the time period set forth in Exhibit C. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6 COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Fifteen Thousand Dollars (\$ 15,000)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in Exhibit A. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in Exhibit B – Fee Schedule. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under Exhibit D. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed

to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **One Hundred Fifty Dollars (\$ 150)**.

ARTICLE 7 ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8 TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of

performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A.**

ARTICLE 9 PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

**Williamson County Facilities Management
Attn: Director of Facilities Management
3101 SE Inner Loop
Georgetown, Texas 78626**

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Johnston, LLC
J. Alan Johnston, Jr., P.E., President
2603 August Dr.; Suite 1600
Houston, TX 77057

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10

NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Facilities Management
Attn: Director of Facilities Management
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: Johnston, LLC
2603 August Dr.; Suite 1600
Houston, TX 77057

Attention: J. Alan Johnston, Jr., P.E.
President

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11 PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by

County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1

Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2

Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12 CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13 REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in Exhibit C.

13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in Exhibit C. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in Exhibit A, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County's technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to A/E, who shall perform any required Basic Services and resubmit to County. Should this process need to be repeated due to lack of quality assurance coordination between the components of A/E Work Product, County shall deduct **One Thousand Dollars (\$ 1,000)** from the A/E 's Basic Fee for each occurrence until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby

agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14 SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15 VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16 TERMINATION

This Agreement may be terminated as set forth below.

16.1

By mutual agreement and consent, in writing, of both parties.

16.2

By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3

By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4

By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5

By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17 USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18

PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19

SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the

provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20 MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21 COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22 INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING,

WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23 PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24 PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25 INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1

Worker's Compensation in accordance with statutory requirements.

25.1.2

Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

25.1.3

Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000 per occurrence and \$1,000,000 in the aggregate.

25.1.4

Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000 per claim.

25.2 Additional Insureds; Waiver of Subrogation.

County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.

A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.5 Insurance Company Rating.

Required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

25.6 Certification of Coverage.

A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required

hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

**Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626**

25.10.1

The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as Exhibit F.

ARTICLE 26 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27 SEVERABILITY

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

ARTICLE 28 PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29 A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30 GENERAL PROVISIONS

30.1 Time is of the Essence.

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in Exhibit C may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.

This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.

The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and

shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

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

30.9 Construction.

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

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, 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.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard

to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix this Agreement.

30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

ARTICLE 31 DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such

lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32 EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement 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.

ARTICLE 33 MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34 PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35 A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of

similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36 SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this 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:

Johnston, LLC

By: 

Signature

Printed Name

Title

Date Signed: 1/25/2023

COUNTY:

Williamson County, Texas

By: _____

Signature

Printed Name

Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC 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 Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard 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.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall schedule milestone submittals per Exhibit C – Production Schedule.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review

comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

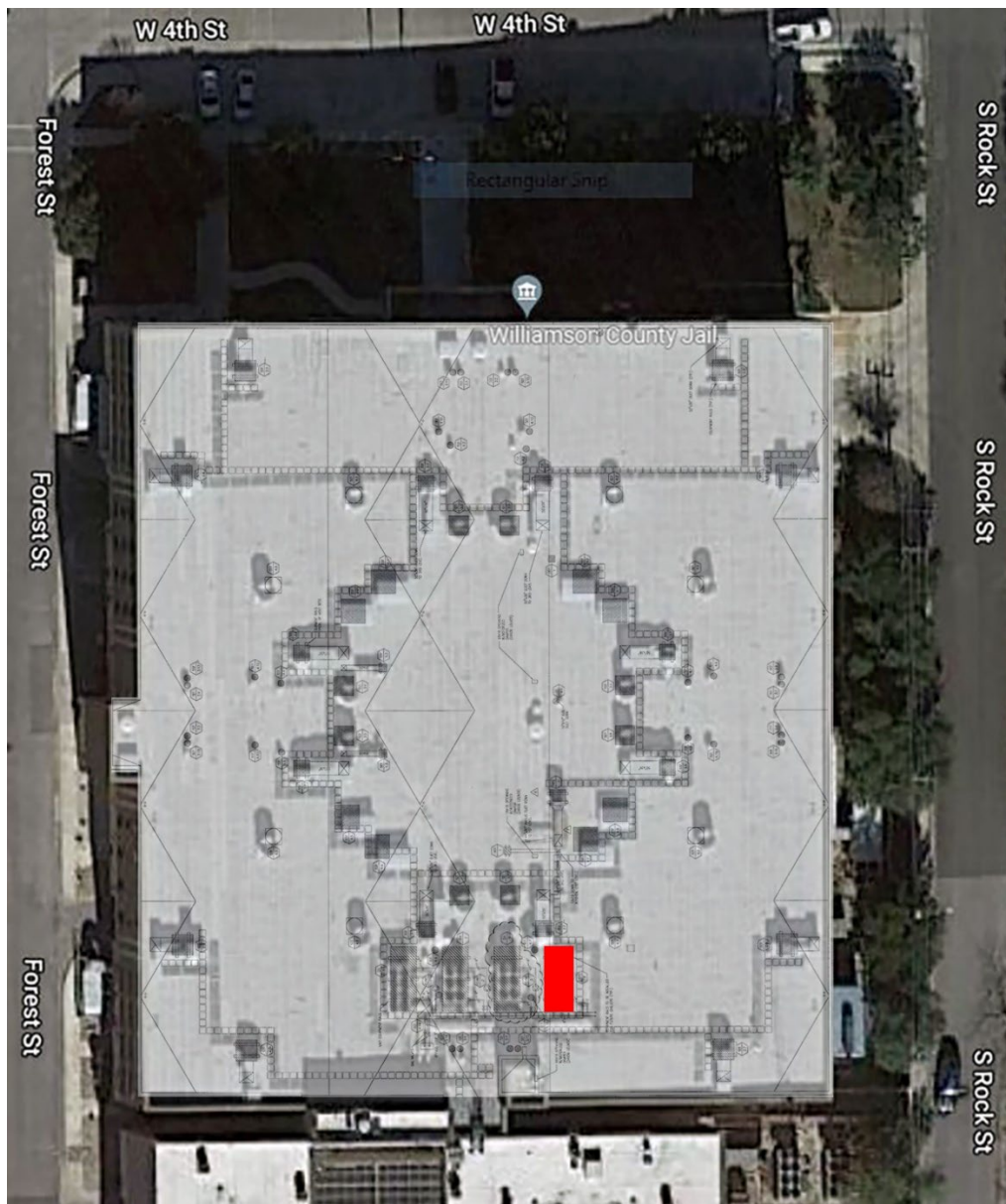
Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

<https://www.wilco.org/Departments/Facilities-Management/Documents>

SCOPE OF WORK:

Williamson County Jail - North
306 W. 4th Street
Georgetown, TX 78626

Assess the existing HVAC system of the North Jail building to determine if a 4th chiller is necessary to support the needs of the fourth floor build-out.



Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Exhibit C –Production Schedule. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I – DRAFT REPORT

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

- A. Investigate site/facility and verify known existing or available utility locations.
- B. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.
- C. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II – SYSTEMS ANALYSIS REPORT

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.
- B. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B
FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

\$ 15,000	100%
------------------	------

100%

Johnston, LLC

\$ 15,000

Phase I - DRAFT REPORT

\$ 7,500	50%
-----------------	-----

Johnston, LLC

\$ 7,500

Phase II - SYSTEM ANALYSIS REPORT

\$ 7,500	50%
-----------------	-----

Johnston, LLC

\$ 7,500

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Ninety (90) calendar days** from the date of this 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 (21) calendar days.

Agreement Execution Date	02/07/23
--------------------------	-----------------

Phase I - DRAFT REPORT

Field Verification & Site Visit	02/21/23
Documentation & Calculations	03/07/23
Draft Report deliverable	03/14/23
County written authorization to proceed to next phase	03/28/23

Phase II - SYSTEM ANALYSIS REPORT

System Analysis Report deliverable	04/04/23
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Agreement Termination Date	05/08/23
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EXHIBIT D

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

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

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

1. Invoices and Affidavits

- 1.1** Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is not satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of County shall control as to the required actions of vendor and when such invoice must be paid by County.
- 1.2** In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3** Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1** County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.
- 2.2** County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3** No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4** Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor shall not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5** Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6** County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7** County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8** Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9** County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends, or family members).

- 2.10** Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11** Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12** County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from County.

3. Meals

- 3.1** Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50-mile radius.
- 3.2** Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3** Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50-mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50-mile radius of Williamson County, Texas.
- 3.4** County will not reimburse for alcoholic beverages.
- 3.5** Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6** No meals purchased for entertainment purposes will be allowed.
- 3.7** Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1** Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt shall include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2** Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single

room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

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

5. Airfare

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

6. Car Rental

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

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

7. Personal Car Usage

- 7.1** Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2** Per code of **Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d)**, all expense reimbursement requests must include the following:
- 7.2.1 Date
 - 7.2.2 Destination
 - 7.2.3 Purpose
 - 7.2.4 Name of traveler(s)
 - 7.2.5 Correspondence that verifies business purpose of the expense
- 7.3** The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4** Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5** Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6** Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7** Mileage shall be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50-mile radius.
- 7.8** When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9** Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10** Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its

contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Non-reimbursable Expenses

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

10. Non-Reimbursable Expenses

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

- 10.1** Alcoholic beverages/tobacco products
- 10.2** Personal phone calls
- 10.3** Laundry service
- 10.4** Valet service (excludes hotel valet)
- 10.5** Movie rentals
- 10.6** Damage to personal items
- 10.7** Flowers/plants
- 10.8** Greeting cards
- 10.9** Fines and/or penalties
- 10.10** Entertainment, personal clothing, personal sundries, and service

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

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;
 - d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and
 - e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Johnston, LLC


Signature of Certifying Official

Joseph Alan Johnston, Jr.
Printed Name of Certifying Official

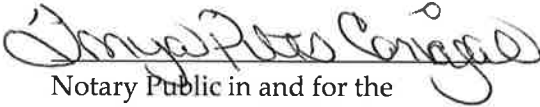
President
Title of Certifying Official

1/25/2023
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Joseph Alan Johnston, Jr.
the President of Johnston, LLC on behalf of said firm.
Signatory Title Entity Name


Notary Public in and for the
State of Texas

My commission expires: 6/29/2026

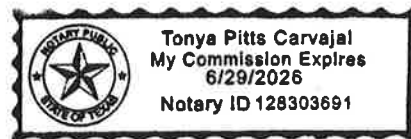


EXHIBIT F
CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

Commissioners Court - Regular Session**21.****Meeting Date:** 02/14/2023

Authorize Issuing RFP #23RFP43 Standby Generator for Data Service Center for Facilities Management and IT 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 authorizing the Purchasing Agent to advertise and receive sealed proposals for Standby Generator for Data Center, under RFP# 23RFP43. The Funding Source is P614.

Background

Williamson County is seeking to contract with a vendor to install a connection point for portable generator on existing generators and provide new standby generator system at designated Williamson County premises to automatically provide backup power to the existing Data Service Center in the event of an interruption in the utility power supply. The budgeted amount of \$100,000.00. The funding source is P614 and 01.0100.0503.00503 and the point of contact is Shantil Moore and Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stephanie Robles

Final Approval Date: 02/09/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

02/09/2023 06:13 AM

02/09/2023 09:34 AM

Started On: 02/08/2023 12:04 PM

Commissioners Court - Regular Session**22.****Meeting Date:** 02/14/2023

Flooring Replacement at Central Texas Treatment Center by Dudley Hill D/B/A

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 contract #2023131 with Dudley Hill D/B/A Quality Carpet and Floors for the replacement of flooring at the Central Texas Treatment Center, in the amount of \$4,590.00 and authorizing the purchase.

Background

Requisition # 131038 was submitted by the Facilities Management Department for the replacement of flooring at the Central Texas Treatment Center located at 601 N Alligator St, Granger, TX 76530, as listed in the proposal. The scope of work includes tearing out of existing flooring, installation of four hundred forty feet (440 ft) of Flexco-Natural Elements flooring, one hundred sixty-five (165 Lf) linear foot of four-inch (4") cove base, floor leveling, removal and resetting of appliances and transitions. Funding source is 01.0100.1042.004510 . Point of contract is Gina Wrehsnig or Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Service Contract

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stephanie Robles

Final Approval Date: 02/09/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

02/09/2023 06:25 AM

02/09/2023 10:08 AM

Started On: 02/08/2023 05:09 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT

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, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between Williamson County, Texas (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Dudley Hill D/B/A Quality Carpet and Floors** (hereinafter “Service Provider”). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain construction septic services at the pursuant to the following terms, conditions, and restrictions:

I.

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

- A. The services and work relating to Williamson County Central Texas Treatment Center, as described in the attached Quote(s)/Proposal(s) being marked as Exhibit “A,” which is incorporated herein as if copied in full.**

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

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of

the last party's execution below and shall continue until project completion or when terminated pursuant to this Contract.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and paid at **\$4,590.00** for the specific project upon final completion. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Entire Contract & Incorporated Documents; Conflicting Terms: 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 Quote(s)/Proposal(s), and being marked Exhibit "A," which is incorporated herein as if copied in full; and
- B. Insurance certificates evidencing required coverages.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

V.

No Agency Relationship & Indemnification: 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. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

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.

VII.

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.

VIII.

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.

IX.

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.

X.

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.

XI.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until project completion or when terminated pursuant to this Contract.

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.

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)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

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

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

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.

XV.

Good Faith Clause: 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.

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.

XVIII.

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

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

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 20____

SERVICE PROVIDER:

**Dudley Hill D/B/A Quality Carpet
and Floors**



Authorized Signature



Printed Name

Date: 1-27, 2023

Exhibit “A”
Quote/Proposal

Quote

Quality Carpets & Floors

5840 Williams Drive Suite B
Georgetown, TX 78633
(512)930-1339 (512)863-7979
qcfdhill@verizon.net

Date: January 10, 2023

To: Granger Treatment
Attn: Dwayne

[illegible]

***We are no longer accepting credit cards. Cash or check only**

Thank you for your business!

All payments due upon receipt!

Commissioners Court - Regular Session**23.****Meeting Date:** 02/14/2023

Authorize Issuing IFB #23IFB47 Portland Cement for Road and Bridge Department

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Portland Cement for Road and Bridge Department, under IFB #23IFB47.

Background

Williamson County is seeking to purchase Type I/II and Type IL Portland Cement, from qualified companies and conform to Texas Department of Transportation Departmental Materials Specifications DMS-4600 "Hydraulic Cement". This project was previously advertised under IFB #23IFB28 with over one thousand one hundred fifty (1,150) invites sent to vendors but no bids received. Funding source: 01.0200.0210.003597. The point of contact is Terron Everton.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stephanie Robles

Final Approval Date: 02/09/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

02/09/2023 06:18 AM

02/09/2023 09:35 AM

Started On: 02/08/2023 12:39 PM

Commissioners Court - Regular Session**24.****Meeting Date:** 02/14/2023

Approval of Contract #T3353 Renewal #2 for 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 extension of Contract #T3353 Cast in Place Concrete Contract, renewal option period #2, for the same pricing, terms and conditions as the existing contract with RHB Construction for the 12-month term of April 19, 2023 - April 18, 2024.

Background

This is the second (2) and final renewal period for this contract. The Road and Bridge Department has confirmed that the vendor met all of the County requirements on this contract and requests renewal. Finding Source is 01.0200.0210.003553. The Department Point of Contact is Terron Everton.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Renewal #2 Form and Price Tab

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kim Chappius
Final Approval Date: 02/09/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

02/09/2023 06:32 AM
02/09/2023 09:17 AM
Started On: 02/06/2023 08:39 AM



Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	T3353	Department:	ROAD AND BRIDGE						
Vendor Name:	RHB CONSTRUCTION								
Purpose/Intended Use of Product or Service (summary):									
RENEWAL #2 OF CAST IN PLACE CONCRETE									
Type of Contract:	IFB	Start Date:	4/19/2023						
Purchasing Contact:	KIM CHAPPIUS	End Date:	4/18/2024						
Department Contact:	KELLY MURPHY								
<ul style="list-style-type: none">Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.PLEASE INCLUDE THE FOLLOWING:<ul style="list-style-type: none">COMPLETED 1295 FORM; ANDRENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.Extend Contract for the 2nd (final) of two (2) one (1) year renewal option periods: <table><tr><td>Renewal Option Period 2</td><td>APRIL 19, 2023 – APRIL 18, 2024</td></tr><tr><td>Renewal Option Period 1</td><td>APRIL 19, 2022 – APRIL 18, 2023</td></tr><tr><td>Initial Contract Period</td><td>APRIL 19, 2021 – APRIL 18, 2022</td></tr></table>				Renewal Option Period 2	APRIL 19, 2023 – APRIL 18, 2024	Renewal Option Period 1	APRIL 19, 2022 – APRIL 18, 2023	Initial Contract Period	APRIL 19, 2021 – APRIL 18, 2022
Renewal Option Period 2	APRIL 19, 2023 – APRIL 18, 2024								
Renewal Option Period 1	APRIL 19, 2022 – APRIL 18, 2023								
Initial Contract Period	APRIL 19, 2021 – APRIL 18, 2022								
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE									
Vendor <u>RHB Construction</u>	Williamson County, 710 Main St., Georgetown, TX 78626								
Name <u>Tracey Hummel</u>	Bill Gravell, Jr								
Title <u>president</u>	Williamson County Judge								
Signature <u>[Signature]</u>	Signature _____								
Date <u>02-03-23</u>	Date _____								

T3353 Cast-In-Place Concrete

Item	Description	Unit	Unit Pricing Delivered (Current)	Unit Pricing Labor Only (no changes)
1	REMOVING CONC (CURB)	LF	\$18.00	
2	REMOVING CONC (CURB AND GUTTER)	LF	\$36.00	
3	REMOVING CONC (SIDEWALK OR RAMP)	SY	\$36.00	
4	RETAINING WALL (SPREAD FOOTING)	SF	\$48.00	
5	RIPRAP (CONC)(5 IN)	CY	\$756.00	
6	INLET (COMPL)(DROP)(TY I)	EA	\$600.00	
7	INLET (COMPL)(DROP)(TY II)	EA	\$600.00	
8	WINGWALL (SW-0)	SF	\$82.80	
9	WINGWALL (FW-0)	SF	\$82.80	
10	WINGWALL (FW-S)	SF	\$82.80	
11	WINGWALL (PW)	SF	\$82.80	
12	HEADWALL (CH-PW-0)(DIA= 15 IN)	EA	\$960.00	
13	HEADWALL (CH-PW-0)(DIA= 18 IN)	EA	\$8,160.00	
14	HEADWALL (CH-PW-0)(DIA= 24 IN)	EA	\$8,400.00	
15	HEADWALL (CH-PW-0)(DIA= 30 IN)	EA	\$8,400.00	
16	HEADWALL (CH-PW-0)(DIA= 36 IN)	EA	\$8,400.00	
17	HEADWALL (CH-PW-0)(DIA= 42 IN)	EA	\$8,400.00	
18	HEADWALL (CH-PW-0)(DIA= 48 IN)	EA	\$8,400.00	
19	HEADWALL (CH-PW-0)(DIA= 54 IN)	EA	\$5,400.00	
20	HEADWALL (CH-PW-0)(DIA= 60 IN)	EA	\$5,400.00	
21	HEADWALL (CH-FW-0)(DIA= 15 IN)	EA	\$960.00	
22	HEADWALL (CH-FW-0)(DIA= 18 IN)	EA	\$960.00	
23	HEADWALL (CH-FW-0)(DIA= 24 IN)	EA	\$6,960.00	
24	HEADWALL (CH-FW-0)(DIA= 30 IN)	EA	\$7,200.00	
25	HEADWALL (CH-FW-0)(DIA= 36 IN)	EA	\$7,200.00	
26	HEADWALL (CH-FW-0)(DIA= 42 IN)	EA	\$7,200.00	

27	HEADWALL (CH-FW-0)(DIA= 48 IN)	EA	\$7,200.00	
28	HEADWALL (CH-FW-0)(DIA= 54 IN)	EA	\$3,600.00	
29	HEADWALL (CH-FW-0)(DIA= 60 IN)	EA	\$3,600.00	
30	HEADWALL (CH-FW-30)(DIA= 15 IN)	EA	\$840.00	
31	HEADWALL (CH-FW-30)(DIA= 18 IN)	EA	\$840.00	
32	HEADWALL (CH-FW-30)(DIA= 24 IN)	EA	\$1,080.00	
33	HEADWALL (CH-FW-30)(DIA= 30 IN)	EA	\$1,080.00	
34	HEADWALL (CH-FW-30)(DIA= 36 IN)	EA	\$1,260.00	
35	HEADWALL (CH-FW-30)(DIA= 42 IN)	EA	\$1,320.00	
36	HEADWALL (CH-FW-30)(DIA= 48 IN)	EA	\$1,320.00	
37	HEADWALL (CH-FW-30)(DIA= 54 IN)	EA	\$1,320.00	
38	HEADWALL (CH-FW-30)(DIA= 60 IN)	EA	\$1,380.00	
39	SET (TY II)(15 IN)(CMP)(3:1)(C)	EA	\$480.00	
40	SET (TY II)(18 IN)(CMP)(3:1)(C)	EA	\$660.00	
41	SET (TY II)(24 IN)(CMP)(3:1)(C)	EA	\$1,980.00	
42	SET (TY II)(30 IN)(CMP)(3:1)(C)	EA	\$1,980.00	
43	SET (TY II)(36 IN)(CMP)(3:1)(C)	EA	\$1,980.00	
44	SET (TY II)(42 IN)(CMP)(3:1)(C)	EA	\$1,980.00	
45	SET (TY II)(48 IN)(CMP)(3:1)(C)	EA	\$600.00	
46	SET (TY II)(54 IN)(CMP)(3:1)(C)	EA	\$600.00	
47	SET (TY II)(60 IN)(CMP)(3:1)(C)	EA	\$600.00	
48	SET (TY II)(15 IN)(CMP)(4:1)(C)	EA	\$600.00	
49	SET (TY II)(18 IN)(CMP)(4:1)(C)	EA	\$2,400.00	
50	SET (TY II)(24 IN)(CMP)(4:1)(C)	EA	\$2,520.00	
51	SET (TY II)(30 IN)(CMP)(4:1)(C)	EA	\$2,640.00	
52	SET (TY II)(36 IN)(CMP)(4:1)(C)	EA	\$2,640.00	
53	SET (TY II)(42 IN)(CMP)(4:1)(C)	EA	\$2,400.00	
54	SET (TY II)(48 IN)(CMP)(4:1)(C)	EA	\$2,400.00	
55	SET (TY II)(54 IN)(CMP)(4:1)(C)	EA	\$600.00	
56	SET (TY II)(60 IN)(CMP)(4:1)(C)	EA	\$600.00	
57	SET (TY II)(15 IN)(CMP)(4:1)(P)	EA	\$2,940.00	
58	SET (TY II)(18 IN)(CMP)(4:1)(P)	EA	\$3,000.00	
59	SET (TY II)(24 IN)(CMP)(4:1)(P)	EA	\$3,000.00	

60	SET (TY II)(30 IN)(CMP)(4:1)(P)	EA	\$3,000.00	
61	SET (TY II)(36 IN)(CMP)(4:1)(P)	EA	\$2,460.00	
62	SET (TY II)(42 IN)(CMP)(4:1)(P)	EA	\$2,460.00	
63	SET (TY II)(48 IN)(CMP)(4:1)(P)	EA	\$2,460.00	
64	SET (TY II)(15 IN)(CMP)(6:1)(P)	EA	\$600.00	
65	SET (TY II)(18 IN)(CMP)(6:1)(P)	EA	\$1,380.00	
66	SET (TY II)(24 IN)(CMP)(6:1)(P)	EA	\$1,380.00	
67	SET (TY II)(30 IN)(CMP)(6:1)(P)	EA	\$1,380.00	
68	SET (TY II)(36 IN)(CMP)(6:1)(P)	EA	\$780.00	
69	SET (TY II)(42 IN)(CMP)(6:1)(P)	EA	\$780.00	
70	SET (TY II)(48 IN)(CMP)(6:1)(P)	EA	\$780.00	
71	REMOV STR (INLET)	EA	\$300.00	
72	REMOV STR (SMALL)	EA	\$300.00	
73	REMOV STR (LARGE)	EA	\$360.00	
74	MOBILIZATION	LS	\$1,200.00	
75	CONC CURB (TY I)	LF	\$14.40	
76	CONC CURB (TY II)	LF	\$14.40	
77	CONC CURB & GUTTER (TY I)	LF	\$24.00	
78	CONC CURB & GUTTER (TY II)	LF	\$30.00	
79	CONC SIDEWALKS (5")	SY	\$42.00	
	TOTAL		\$176,010.00	

Commissioners Court - Regular Session**25.****Meeting Date:** 02/14/2023

Approval of Training for Foam Mixing Operations by Nueces Power Equipment (NPE) for Road and Bridge Department

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving contract #2023133 for Foam Mixing Operations Training by Nueces Power Equipment for the Road and Bridge Department in the amount of \$5,550.00, exempting this service from the competitive bidding requirements established by Section 262.024 (a)(4) [a personal service], and authorizing the agreement.

Background

Approval of this item will support the operations of the Williamson County Road and Bridge Department. Requisition #130949 was submitted for the purchase of Wirtgen Factory Training classes for Foam Mixing Operations. This specialized training program consists of three (3) days of Wirtgen Trainers coming to Williamson County Facility for training up to five (5) people for Foam Application, maintenance, and operation with the travel expense of trainers being included. Both Legal and Contract Audit have reviewed and approved the contract. Funding source is 01.0200.0210.004232. The point of contact is Shea Webb.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Signed Contract

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stephanie Robles

Final Approval Date: 02/09/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

02/09/2023 09:29 AM

02/09/2023 10:09 AM

Started On: 02/08/2023 05:34 PM

NPE**NUECES POWER EQUIPMENT**CORPUS CHRISTI, TX
(361) 289-0066**PURCHASE CONTRACT**EL PASO, TX
(915) 541-0066LAREDO, TX
(956) 725-0066VICTORIA, TX
(361) 576-0066SAN BENITO, TX
(956) 361-0066HOUSTON, TX
(713) 247-0066SAN ANTONIO, TX
(210) 310-0066

CUSTOMER	NAME	Williamson County Road & Bridge	
	ADDRESS	3151 S E Inner Loop	
	CITY, STATE, ZIP	Georgetown, TX 78626	
	C/O	Shea Webb	
	PHONE	512-943-5293	

DATE	February 7, 2023
------	------------------

NPE

P.O. BOX 4789 CORPUS CHRISTI, TEXAS 78469-4789

QTY	NEW USED	MODEL	SERIAL NUMBER	STOCK NO.	DESCRIPTION	CASH PRICE
					Wirtgen Factory Training for Foam Mixing Operations	5,550.00
					3 total days of Wirtgen Trainers to come to Williams County's facility for training up to 5 people for Foam Application and maintenance and operation	
					•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.	
					•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 Customer's rights.	
					•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 ten (10) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.	
					•Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.	
					•Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.	
					•Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.	
					3 days of Training will include travel in/out for Trainers	

TRADE-IN EQUIPMENT

MAKE, MODEL, AND DESCRIPTION	HOURS	SERIAL NO.	ALLOWANCE		
			\$	Sub Total	5,550.00
			\$	Other Charges	
			\$		
Gross Trade-In Allowance			\$		
Less: Amount Owed To:			\$		
Net Trade-In Allowance			\$	Total Cash Price	5,550.00
				Trade-In Allowance	-
				Total Cash Price After Trade-In	5,550.00
				Sales Tax	
				State Fuel Surcharge	
				Heavy Inventory Tax	
				Cash on Delivery	
				Balance Due	5,550.00

DISCLAIMER OF WARRANTIES

Any Warranties on the products sold hereby are those made by the Manufacturer. The Seller, Nueces Power Equipment, hereby expressly disclaims all warranties, either expressed or implied, including any implied Warranty of Merchantability or fitness for a particular purpose, and Nueces Power Equipment neither assumes nor authorizes any other person to assume to any liability connection with the sale of said product. All factory authorized warranty repairs are to be performed at NPE's service center. Travel time and/or hauling are at buyer's expense.

BALANCE DUE UPON DELIVERY

BUYER AGREES TO ALL TERMS AND CONDITIONS OF THE SALE SET FORTH ON THIS PAGE

BUYER'S SIGNATURE

CUSTOMER P.O. #

Matt Smith

SELLER'S NAME

SELLER'S SIGNATURE

****Price valid for 30 days from date on quote. Subject to prior sale.****

Commissioners Court - Regular Session**26.****Meeting Date:** 02/14/2023

KC Engineering 2965 WA5 SA2 CR 307

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 5 under Williamson County Contract between KC Engineering, Inc and Williamson County dated March 24, 2020 for Engineering Redesign Services for CR 307 Reconstruction. This supplemental is to increase the maximum amount payable to \$155,465.00. Funding source: P394.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

KC Engineering 2965 WA5 SA2 CR 307

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 02/06/2023

Reviewed By

Hal Hawes

Becky Pruitt

Date

02/03/2023 02:21 PM

02/06/2023 01:48 PM

Started On: 02/03/2023 12:19 PM

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 5

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Engineering Redesign Services for CR 307 Reconstruction

This Supplemental Work Authorization No. 2 to Work Authorization No. 5 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 24, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and K.C. Engineering, Inc. (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 5 dated effective May 25, 2021 (the "Work Authorization");

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

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

AGREEMENT

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

- I. The maximum amount payable for services under the Work Authorization is hereby increased from \$141,465.00 to \$155,465.00. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:

By: 
Signature

Greg Haley
Printed Name

President
Title

February 3, 2023
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

County Judge
Title

Date

ATTACHMENT C
WORK SCHEDULE

WORK AUTHORIZATION NO. 5 — SUPPLEMENTAL WORK AUTHORIZATON NO. 2

Task No.	Task Name	Duration	Time	Start	Finish
1	WA#5 SWA#2 - Notice to Proceed	0	Days	2/6/2023	2/6/2023
2	Survey (by others)	0	Days	2/6/2023	2/6/2023
3	WPAP	3	Days	2/6/2023	2/9/2023
4	TCEQ Review	60	Days	2/9/2023	4/10/2023
5	QA/QC	0	Days	4/10/2023	4/10/2023
6	Submit 50% PS&E	0	Days	4/10/2023	4/10/2023
7	County Review	0	Days	4/10/2023	4/10/2023
8	90% PS&E	0	Days	4/10/2023	4/10/2023
9	QA/QC	0	Days	4/10/2023	4/10/2023
10	Submit 90% PS&E	0	Days	4/10/2023	4/10/2023
11	County Review	0	Days	4/10/2023	4/10/2023
12	Final PS&E	0	Days	4/10/2023	4/10/2023
13	Address 90% comments	0	Days	4/10/2023	4/10/2023
14	WPAP Revisions	1	Days	4/10/2023	4/11/2023
15	Final WPAP	1	Days	4/11/2023	4/12/2023
16	Assemble Final PS&E	0	Days	4/12/2023	4/12/2023
17	Submit Final PS&E	0	Days	4/12/2023	4/12/2023
18	County Review	0	Days	4/12/2023	4/12/2023
19	Submit Signed and Sealed PS&E	0	Days	4/12/2023	4/12/2023
20	Bid Advertisement	0	Days	4/12/2023	4/12/2023
21	Letting	0	Days	4/12/2023	4/12/2023
22	Award and Bonds	0	Days	4/12/2023	4/12/2023
23	Construction	0	Days	4/12/2023	4/12/2023
24	Complete Project	0	Days	4/12/2023	4/12/2023

Commissioners Court - Regular Session**27.****Meeting Date:** 02/14/2023

Preliminary plat for the Santa Rita Ranch Phase 7A 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 Santa Rita Ranch Phase 7A subdivision – Precinct 2.

Background

This proposed subdivision consists of 177 single family lots, 1 open space/water quality/drainage/landscape/utility lot, 4 open space/landscape/utility lots and 9,926 linear feet of new public roads on 65.580 acres.

Timeline

2022-09-15 – initial submittal of the preliminary plat

2022-10-14 – 1st review complete with comments

2022-12-15 – 2nd submittal of preliminary plat

2022-12-30 – 2nd review complete with comments

2023-01-20 – 3rd submittal of preliminary plat

2023-01-26 – 3rd review complete with comments

2023-02-09 – 4th submittal of preliminary plat

2023-02-09 – 4th review complete with comments clear

2023-02-09 – preliminary plat placed on the February 14, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

preliminary plat - Santa Rita Ranch Ph 7A

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 12:05 PM

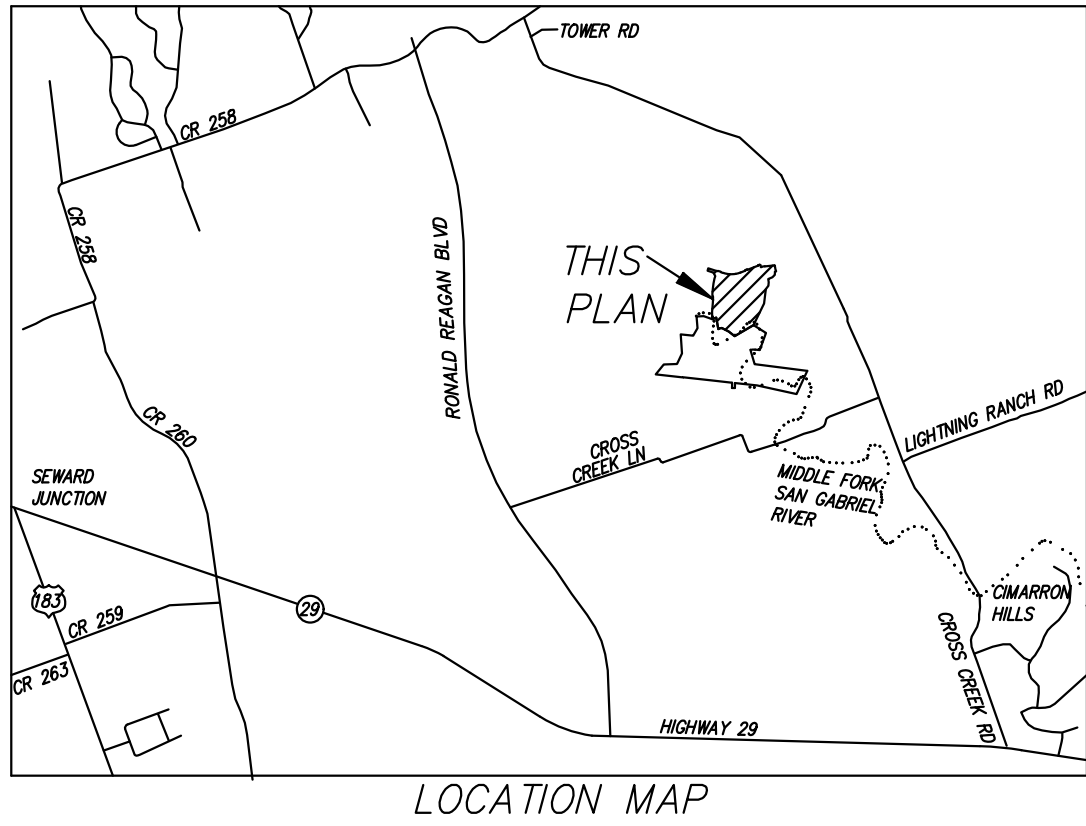
Started On: 02/09/2023 11:49 AM

Curve Table					
Curve #	Radius	Tangent	Delta	Chord	Arc Length
C1	23.56	15.00	090°00'00"	21.21	23.56
C2	23.56	15.00	090°00'00"	21.21	23.56
C3	369.14	188.21	027°32'21"	365.59	339.14
C4	154.92	77.72	011°33'27"	154.66	154.92
C5	23.56	15.00	090°00'00"	21.21	23.56
C6	23.56	15.00	090°00'00"	21.21	23.56
C7	66.56	33.29	003°41'43"	66.55	66.56
C8	22.03	13.54	084°07'49"	20.10	22.03
C9	23.95	15.39	091°28'55"	21.49	23.95
C10	126.18	63.18	007°28'08"	126.09	126.18
C11	23.56	15.00	090°00'00"	21.21	23.56
C12	142.54	71.70	015°24'45"	142.11	142.54
C13	23.56	15.00	090°00'00"	21.21	23.56

Line Table		
Line #	Bearing	Length
L1	N17°37'32.56"E	79.00
L2	S72°22'27.44"E	288.00
L3	S72°22'27.44"E	90.00
L4	S72°22'27.44"E	86.51
L5	N68°31'44.83"E	155.18
L6	N68°31'44.83"E	50.00
L7	N68°31'44.83"E	272.59
L8	N11°54'20.42"W	5.14
L9	N78°05'39.58"E	50.00
L10	S13°23'15.00"E	64.00
L11	N84°04'52.67"E	288.73
L12	S05°55'07.33"E	28.63
L13	S82°35'14.36"W	29.17
L14	S03°09'16.21"W	103.86
L15	S45°48'30.99"W	103.86
L16	S66°56'34.68"W	139.36
L17	S07°27'11.33"E	100.30
L18	S04°10'45.67"W	110.14
L19	S37°09'51.03"W	129.83
L20	S06°52'00.50"W	444.75

Line Table		
Line #	Bearing	Length
L21	S26°07'34.21"W	737.99
L22	S59°51'46.31"W	668.08
L23	N52°30'35.14"W	232.85
L24	N62°25'09.72"W	233.57
L25	S80°12'31.97"W	90.00
L26	S80°12'31.97"W	10.00
L27	N09°47'28.03"W	356.90
L28	S69°00'18.54"W	133.18
L29	N01°59'38.08"W	222.00
L30	N05°14'26.76"E	295.69
L31	N00°58'25.82"E	125.00
L32	N00°58'25.82"E	50.00
L33	N89°01'34.18"W	18.28
L34	N00°58'25.82"E	110.00
L35	N04°28'46.13"E	147.07
L36	N07°39'38.29"E	150.00
L37	N12°21'25.73"E	150.51
L38	N17°37'32.56"E	80.30
L39	N27°38'49.75"W	121.90
L40	N72°22'27.44"W	191.39

STREET NAME	MAINTENANCE AUTHORITY	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	DESIGN SPEED	LINEAR FEET	CLASS	TYPE
BELANGER CANYON DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,189	LOCAL	URBAN
CRIMSON ROSE COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	71	LOCAL	URBAN
EAST SANTA RITA BLVD.	PUBLIC	90'	48' FACE TO FACE	6'	40 MPH	1,778	MAJOR COLLECTOR	URBAN
JAMALA PASS	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	49	LOCAL	URBAN
LA LITA LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	47	LOCAL	URBAN
LA VENTA LOOP	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	2,034	LOCAL	URBAN
MENLO BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,655	LOCAL	URBAN
MENLO CIRCLE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	259	LOCAL	URBAN
RIBERA DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,155	LOCAL	URBAN
TIERRA ROSA BOULEVARD	PUBLIC	64'	48' FACE TO FACE	4'	35 MPH	1,689	COLLECTOR	URBAN
TOTAL LINEAR FOOTAGE OF STREETS:						9,926 L.F.		



LEGEND	
17	LOT NUMBER
Ⓐ	BLOCK NUMBER
---	BUILDING SETBACK LINE
---	EASEMENT LINE
---	BOUNDARY LINE
---	100-YR FEMA FLOODPLAIN
---	ATLAS 14 100-YR FLOODPLAIN
---	OPEN SPACE
O.S.	L.S.E.
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
Ⓜ	MAILBOX KIOSK
TOTAL OF LOTS: 182	
SINGLE FAMILY LOTS: 177	
O.S., W.Q.E., D.E., P.U.E. & L.S.E. LOTS: 1	
O.S., P.U.E. & L.S.E. LOTS: 4	

ORIGINAL SUBMITTAL: SEPTEMBER 15, 2022

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5701 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

OWNER:
SANTA RITA C7 INVESTMENTS, LLC
1700 CROSS CREEK LANE
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE
LIBERTY HILL, TX 78642

TOTAL ACREAGE: 65.580 ACRES
SURVEY: B. MANLOVE SURVEY,
ABSTRACT NO. 417

- GENERAL:**
1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
 2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
 3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
 4. THE FOLLOWING LOTS MAY NOT BE FURTHER SUBDIVIDED: LOTS 7-9 BLOCK C, LOTS 1, 6-8, & 10-14 BLOCK D, LOTS 2, 4-5, 7-12, 14-17, 21-23, & 47-49 BLOCK E, LOTS 1, 6-7, 9-11, 17-19, & 21-33 BLOCK F, LOTS 2, 4, 6-10, 12-16, & 18 BLOCK G.
 5. THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021.
- DRAINAGE AND FLOODPLAIN:**
6. THE DEVELOPED 100-YR FLOODPLAIN BY ATLAS 14 SHOWN ON THE PRELIMINARY PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED SEPTEMBER 15, 2022. PORTIONS OF THIS SUBDIVISION ARE ENCRoACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C027SE, EFFECTIVE DATE SEPTEMBER 26, 2008 AND THE FEMA L.O.M.R. NO. 16-06-0501P, EFFECTIVE MARCH 2, 2017 FOR WILLIAMSON COUNTY, TEXAS.
- WATER AND WASTEWATER:**
7. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/GEORGETOWN UTILITY SYSTEMS
 8. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/CITY OF LIBERTY HILL
 9. ELECTRIC SERVICE IS PROVIDED BY: PEC.
- ROADWAY AND RIGHT OF WAY:**
10. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
 11. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

DESIGNED BY: SPC

DRAFTED BY: CEL

DATE

REVISION

SHEET NAME: OVERALL PRELIMINARY PLAT

JOB NAME: SANTA RITA RANCH PHASE 7A

PROJECT: PRELIMINARY PLAT

STEVEN P. CATES
93648
2-9-2023

DATE: SEP 2022

JOB NUMBER: 5416

SHEET: 1 OF 2

SHEET NO.: 1

Carlson, Brigance & Doering, Inc.
Civil Engineering & Surveying
FIRM ID #F3791
M&S CO., INC.
12729 RR 20 N, Ste. 600
Austin, Texas 78750
Phone No. (512) 280-5160 Fax No. (512) 280-5165

C.B.D.



Commissioners Court - Regular Session**28.****Meeting Date:** 02/14/2023

Retention Request

Submitted For: Lisa David**Submitted By:** Lisa David, District Clerk**Department:** District Clerk**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

9:30 am Conduct public hearing relating to a request to move surplus salary dollars for retention request within the District Clerk's Office for PCN 0733 and discuss(1) the reason for the payment in excess of the previously approved budget amount, including the purpose that will be served by making the excess payment;and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making excess payment.

Background

The reason for the payment in excess of the budgeted amount, an increase of \$5,769.76 to PCN 0733, is to retain a current employee per the retention policy. The payment will be made through the regular payroll process using general fund, salary dollars already within the District Clerk's department budget. The public purpose is retaining a highly skilled employee within the office who has a high risk of leaving employment and has been considered by other departments for like position. All moves are within current policy.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lisa David

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 09:20 AM

Started On: 02/07/2023 08:49 AM

Commissioners Court - Regular Session**29.****Meeting Date:** 02/14/2023

Retention Request Approval

Submitted For: Lisa David**Submitted By:** Lisa David, District Clerk**Department:** District Clerk**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on additional funding for PCN 0733, Deputy District Clerk.

Background

A retention request is being made to retain a highly skilled, tenured employee. If approved, a transfer will be placed on the position changes spreadsheet for the Court's approval on February 21, 2023. The department has funding needed on PCN 0733.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lisa David

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 09:20 AM

Started On: 02/07/2023 09:01 AM

Commissioners Court - Regular Session**30.****Meeting Date:** 02/14/2023

5b

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

Information**Agenda Item**

Hear presentation and discuss, consider and take appropriate action on recommended changes to positions for Salary Study 5b.

Background

Please see attachments for detail. These include all positions reviewed, except for the District Attorney's Office. We are still working with them to finalize their recommended changes and hope to bring those to Comm. Court for approval in a few weeks.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

draft.changes
presentation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 09:26 AM

Started On: 02/08/2023 08:42 AM

BC	Organization	PCN	Current Position	Current Grade	Current Salary	Current Budget	EEID	NEW Title	NEW Grade	NEW Salary	Increase to Budget	NEW Budget	Reduction to Budget	Earliest Oracle Eff. Date
401	COMM COURT - GRANTS	2006	CCG CA Intake Prosecutor	B.30	\$68,157.70	\$68,157.70	15951	CCG CA Attorney I	B.31	\$69,505.19	\$1,347.49	\$69,505.19	N/A	2/17/2023
401	COMM COURT - GRANTS	2007	CCG CA Intake Prosecutor	B.30	\$68,157.70	\$68,157.70	15803	CCG CA Attorney I	B.31	\$69,505.19	\$1,347.49	\$69,505.19	N/A	2/17/2023
401	COMM COURT - GRANTS	2008	CCG CA Intake Prosecutor	B.30	\$66,172.60	\$66,172.60	VACANCY	CCG CA Attorney I	B.31	VACANT	\$3,332.59	\$69,505.19	N/A	2/17/2023
401	COMM COURT - GRANTS	2009	CCG CA Civil Attorney	B.36	\$91,647.66	\$91,647.66	15961	No change	B.38	\$98,205.41	\$6,557.75	\$98,205.41	N/A	2/17/2023
401	Commissioners Court	717	Asst to General Counsel II	B.40	\$151,136.96	\$151,136.79	12203	No change	B.42	N/C	N/C	N/C	N/A	2/17/2023
401	Commissioners Court	47	Economic & General Counsel	B.43	\$169,793.78	\$169,793.72	10733	General Counsel	B.45	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	14	CA Legal Asst I	B.18	\$43,263.36	\$44,103.44	16216	Legal Assistant I	B.19	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	15	CA Legal Asst I	B.18	\$42,003.25	\$42,003.25	16260	Legal Assistant I	B.19	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	16	CA Legal Asst I	B.18	\$44,128.64	\$44,128.63	15061	Legal Assistant I	B.19	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	21	CA Legal Asst I	B.18	\$43,263.36	\$44,103.43	16107	Legal Assistant I	B.19	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	30	CA Legal Asst I	B.18	\$42,003.27	\$42,003.25	16266	Legal Assistant I	B.19	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	1971	CA Legal Assistant II	B.20	\$0.00	\$42,329.09	VACANCY	Legal Assistant II	B.21	VACANT	\$19.22	\$42,348.31	N/A	2/17/2023
475	County Attorney	18	CA Legal Assistant	B.20	\$47,751.20	\$48,678.45	14529	Legal Assistant II	B.21	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	31	CA Legal Assistant	B.20	\$46,360.41	\$46,360.41	16238	Legal Assistant II	B.21	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	17	CA Legal Asst II	B.20	\$50,389.25	\$50,391.43	15037	Legal Assistant II	B.21	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	19	CA Legal Asst II	B.20	\$60,470.09	\$60,470.10	1997	Legal Assistant II	B.21	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	20	CA Legal Asst II	B.20	\$48,706.26	\$48,706.27	15749	Office Administrator	B.25	\$51,611.59	\$2,905.32	\$51,611.59	N/A	2/17/2023
475	County Attorney	22	CA Legal Asst II	B.20	\$48,541.50	\$48,701.47	15451	Legal Assistant II	B.21	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	1718	CA Legal Asst	B.20	\$49,094.72	\$49,094.72	10145	Legal Assistant II	B.21	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	12	CA Victim Advocate	B.20	\$47,751.20	\$47,751.21	15990	Victim Assistance Coordinator	B.24	\$49,120.31	\$1,369.10	\$49,120.31	N/A	2/17/2023
475	County Attorney	13	CA Victim Advocate	B.20	\$46,360.41	\$47,190.87	16356	Victim Assistance Coordinator	B.24	\$49,120.31	\$1,929.44	\$49,120.31	N/A	2/17/2023
475	County Attorney	26	CA Victim Advocate	B.20	\$0.00	\$47,753.49	VACANCY	Victim Assistance Coordinator	B.24	VACANT	\$1,366.82	\$49,120.31	N/A	2/17/2023
475	County Attorney	938	Legal Specialist	B.20	\$48,706.26	\$48,706.27	15445	Legal Assistant II	B.21	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	1631	CA Chief Legal Assistant	B.23	\$55,397.94	\$55,397.80	11237	Chief Legal Assistant	B.24	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	23	CA Evidence Tech	B.23	\$54,769.71	\$54,769.73	13683	Digital Evidence Tech	B.24	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	24	CA Evidence Tech	B.23	\$55,398.14	\$55,953.08	14719	Digital Evidence Tech	B.24	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	27	Chf Victim Advocate Coord	B.23	\$53,784.64	\$53,784.64	16109	Chief Victim Assistance Coord	B.26	\$54,243.07	\$458.43	\$54,243.07	N/A	2/17/2023
475	County Attorney	25	CA Evidence Tech II	B.24	\$60,792.78	\$60,792.78	15616	Digital Evidence Tech	N/C	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	28	CA Chief Office Admin	B.27	\$85,521.02	\$85,521.08	3381	Chief Office Administrator	B.29	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	29	CA Civil Div Office Admin	B.27	\$85,479.42	\$85,479.59	2273	Executive Assistant	B.29	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	1632	CA Intake Prosecutor	B.30	\$79,948.70	\$79,948.78	14467	Attorney I	B.31	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	1633	CA Intake Prosecutor	B.30	\$78,381.16	\$78,381.54	15991	Attorney I	B.31	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	33	CA Criminal Prosecutor II	B.32	\$86,526.70	\$86,526.65	15902	Attorney II	B.33	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	34	CA Criminal Prosecutor II	B.32	\$86,526.70	\$86,526.65	16261	Attorney II	B.33	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	37	CA Criminal Prosecutor II	B.32	\$86,526.70	\$86,526.66	16024	Attorney II	B.33	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	1191	CA Criminal Prosecutor II	B.32	\$86,526.70	\$86,526.66	15248	Attorney II	B.33	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	38	CA 1st Chair Prosecutor	B.35	\$100,324.64	\$100,324.66	15077	Lead Attorney	B.36	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	40	CA 1st Chair Prosecutor	B.35	\$99,174.14	\$99,174.03	15930	Lead Attorney	B.36	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	39	CA Chief Intake Attorney	B.35	\$99,702.20	\$99,702.10	15225	Lead Attorney	B.36	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	50	CA Investigator Chief	B.35	\$117,992.42	\$117,992.39	10432	Chief Investigator	B.38	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	35	CA Lead Criminal Prosecutor	B.35	\$97,402.50	\$99,350.71	16262	Lead Attorney	B.36	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	1721	CA Civil Attorney	B.36	\$105,394.90	\$105,394.79	16017	Civil Attorney	B.38	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	42	CA Fam Justice Atty III	B.36	\$103,140.96	\$103,141.05	15349	Civil Attorney	B.38	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	43	CA Fam Justice Atty III	B.36	\$102,325.08	\$102,324.97	16220	Civil Attorney	B.38	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	1908	CA Fam Justice Atty III	B.36	\$0.00	\$97,057.80	VACANCY	Civil Attorney	B.38	VACANT	\$1,147.61	\$98,205.41	N/A	2/17/2023
475	County Attorney	41	CA Juv Prosecutor	B.36	\$113,455.16	\$113,455.16	10637	Civil Attorney	B.38	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	32	CA Criminal Director	B.37	\$110,714.50	\$110,714.29	16047	Criminal Division Director	B.40	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	36	CA Criminal Director	B.37	\$116,217.40	\$116,217.61	15744	Criminal Division Director	B.40	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	1802	CA Appellate Director	B.38	\$107,233.62	\$107,233.52	13818	Appellate Division Director	B.40	\$108,347.15	\$1,113.63	\$108,347.15	N/A	2/17/2023
475	County Attorney	45	CA Chief Fam Atty	B.38	\$116,324.26	\$116,324.27	16069	Family Division Director	B.40	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	44	CA Chief Juv Prosecutor	B.38	\$122,819.58	\$122,819.57	4843	Juvenile Division Director	B.40	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	2029	Mental Health/Spec Ct Dir	B.38	\$109,243.42	\$109,243.72	15745	Mental Health Division Director	B.40	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	46	CA Chief Civil Attorney	B.39	\$124,670.52	\$124,670.65	15777	CA Civil Division Chief	B.42	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	67	CA Criminal Court Chief	B.39	\$133,397.94	\$133,397.94	15331	Criminal Division Chief	B.42	N/C	N/C	N/C	N/A	2/17/2023
475	County Attorney	66	CA First Asst	B.42	\$159,734.90	\$159,735.04	15589	CA First Assistant	B.45	N/C	N/C	N/C	N/A	2/17/2023
583	Emergency Services Dept.	1941	Project Manager	B.31	\$77,448.02	\$77,447.96	11259	Project Manager II	N/C	N/C	N/C	N/C	N/A	2/17/2023
591	Wilco Pretrial Services	1942	Pretrial Court Svc Director	B.38	\$103,396.54	\$103,396.37	15560	No change	B.36	N/C	N/C	N/C	N/A	2/17/2023

*N/C = No change



SALARY STUDY 5B

PRESENTED BY REBECCA CLEMONS

RESULTS OVERVIEW

→ Total positions & classifications reviewed:

- 96 positions
- 55 classifications

→ Total classifications after the study:

- 46 (includes pending DA results)

→ Total number of positions with pay grade change:

- 79 (includes pending DA results)

Note: Grant funded positions not included in above totals



FISCAL IMPACT

- Total annual impact with fringe
 - \$28,204
 - \$12,700 County Attorney
 - \$15,504 Grant funded

Commissioners Court - Regular Session**31.****Meeting Date:** 02/14/2023

lineitemtransfers.5b

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

Information**Agenda Item**

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

Background

This transfers the funds needed from Non-Departmental to the County Attorney's Office for salary study changes recommended in Cycle 5b.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

5bfunding

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 09:27 AM

Started On: 02/08/2023 09:52 AM

entity	fund	dept	object	(TO) dr	(FROM) cr
01	0100	0475	001100	\$ 6,384.00	
01	0100	0475	002010	\$ 488.38	
01	0100	0475	002020	\$ 992.07	
01	0100	0409	001100		\$ 6,384.00
01	0100	0409	002010		\$ 488.38
01	0100	0409	002020		\$ 992.07
				<hr/>	<hr/>
				\$ 7,864.45	\$ 7,864.45
					<hr/>
					\$ -
					<hr/>

Commissioners Court - Regular Session**32.****Meeting Date:** 02/14/2023

Line Item Transfer

Submitted For: Dale Butler**Submitted By:** Gina Wrehsnig, Facilities Management**Department:** Facilities Management**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

Need additional funds for the remainder of the FY for Overtime as recommended by Budget/Audit.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.001100	F/T Salaries	\$20,000.00
To	0100.0509.001110	Overtime	\$20,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Gina Wrehsnig

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

02/09/2023 10:10 AM

02/09/2023 10:26 AM

Started On: 02/09/2023 07:24 AM

Commissioners Court - Regular Session**33.****Meeting Date:** 02/14/2023

Williamson County DWI/Drug Treatment Court Grant Application - O-BJA2023-171509

Submitted By: Brenda Staples, County Court At Law #2**Department:** County Court At Law #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a request to apply for grant funding through the Bureau of Justice Assistance for support of the Williamson County Misdemeanor DWI/Drug Court Program.

Background

County Court at Law #2 currently receives support for its DDCP through a three year BJA grant. This grant expires on 9/30/2023. This new grant is projected to provide support after the termination of the current BJA grant and will allow the court program to continue without interruption of services.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

BJA Grant Request FY 23-27

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Brenda Staples

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 11:29 AM

Started On: 02/09/2023 11:03 AM

Grant Title/Project Name:	FY 24 Adult DWI/Drug Court Enhancement Grant
Department:	County Court at Law #2
Requestor:	Brenda Staples
Contact Email:	brenda.staples@wilco.org
Contact Phone Number:	512-943-1568
Start Date:	10/1/2023
End Date:	9/30/2027
Please select request category:	Specialty Treatment Court Support
Describe the purpose of the grant in detail to include all requirements.	<p>The funds requested through this grant will provide major support for the CCL2 Misdemeanor DWI/Drug Court program for the next four years (FY 2024 through FY 2027). Specifically, it will provide 50% of the Program Case Managers salary, professional development training for staff and court team members, drug testing supplies, therapy supplies, office supplies, software, hardware and transportation to court for those court participants in financial need. Through this grant, CCL2 will be able to provide specialized treatment court services (to include individual treatment for mental health and substance abuse issues) to approximately 35 participants each year, for a total of approximately 135. By providing these types of in-depth services, CCL2 will continue its mission to enhance public safety by providing supervision and treatment to offenders through a judicially supervise, therapeutic Court that ensures accountability and recovery.</p> <p>According to the BJA, the enhancement grants are available to Counties with an operational adult treatment court. It requires a 25% match, adherence to evidence based substance use disorder treatment, mandatory drug testing and provisions of transitional services in a judicially supervised criminal court setting.</p> <p>As part of the grant proposal packet, Williamson County will be required to submit Federal Forms SF 424 (form standards) and SF LLL (lobbying disclosure) and have a current SAM registration.</p>
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	\$472,402.01
Please provide a breakdown of the total cost above.	<p>This is a four year request of approximately \$120,000 annually. All grant funds directly support the ongoing services of the CCL2 Misdemeanor DWI/Drug Court Program. Costs include:</p> <p><u>1. Personnel: \$203,207 (over 4 years)</u></p> <ul style="list-style-type: none"> • \$203,207 = Program Case Manager (50% salary). The PCM is responsible for all intake (orientation and assessments) for applicants to the program, provides casework/service plans, and provides written updates to Judge and Project Team. <p><u>2. Professional Services: \$198,370 (over 4 years)</u></p> <ul style="list-style-type: none"> • \$72,835 (approximately \$18,000/yr) will provide SCRAM • \$20,520 (approximately \$5,000/ yr) will provide drug testing supplies • \$105,015 (approximately \$26,000/yr) will provide interlock ignition services for participants <p><u>3. Travel/Training: \$34586.56 (over 4 years)</u></p>

This funds travel, registration, accommodations, per diem for three DDCP staff members to attend a national (National Association of Drug Court Professionals) conference each year.

4. Emergency Travel: \$\$2,150 (over 4 years)

This provides Uber rides to and from court for participants who are having transportation issues.

5. Supplies: \$5,751.45 (over 4 years)

This covers basic office supplies, toner ink, graduation certification paper, and brochure printing

6. Software: \$16,913.63(over 4 years)

- \$10,987.21 (approx. \$2,700/year) AIMS data base provides archiving of client records and demographic record keeping
- \$5,926.42 (approx. \$1,450/year)DUI RANT assessment software provides information on applicants and assists in determining if the program is appropriate for the individual.

7. Hardware : \$3,778.38

Hardware includes two dell laptop computers with monitors and docking stations for the Court Coordinator and Program Case Manager. With the current policy on hardware, the FY 24 laptops are budgeted to be replaced once the warranty is expired in FY 28.

8. Treatment/Mental Health: \$7,644.00 (over 4 years)

This includes facilitator training for the Program Case Manager as well as 2 courses of treatment workbooks for participants. Courses anticipated will focus on relapse prevention and improving mental health.

Is there a match requirement?	Yes
What is the source of the match?	Salaries from CSCD Counselor and Officer who support the DDCP program.
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general	

funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	N/A
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	N/A
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	N/A
Where will the item be stored?	N/A
What is the useful life of the item?	

	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	This grant is specifically designed to support the enhancement of the specialty treatment courts. If grant funding is not awarded in the future, the DDCP may not be able to sustain itself without funding from the Commissioners Court.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	none
Please identify any additional equipment needed/required (now or in the future) should the grant/asset be awarded.	none
What is the cost and frequency to maintain/update the additional equipment?	n/a
What is the impact of this grant application on other internal/county departments?	By granting the funding request it would allow for funds to assist in the reduction of recidivism and continue providing enhanced services to treatment courts.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	25% or \$157,467.34 over four years. (\$39,366.83/year)
ID	101
Version	21.0
Attachments	True
Created	1/26/2023 3:41 PM
Created By	Brenda Staples
Modified	2/9/2023 10:51 AM
Modified By	Brenda Staples

Commissioners Court - Regular Session

34.

Meeting Date: 02/14/2023

Resolution Authorizing the District Attorney to apply for a grant

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on ratifying and approving a Resolution authorizing the District Attorney to submit an application to the Office of the Governor, Public Safety Office (PSO) for a Violence Against Women Justice and Training Program, FY2024 Project grant, committing to provide all applicable matching funds, designating the Williamson County Judge as the official authorized to accept, reject, alter, or terminate the grant, and providing assurance that, in the event of loss or misuse of grant funds Williamson County will return all funds to the PSO.

Background

The purpose of the grant is to fund projects that promote a coordinated, multi-disciplinary approach to improve the justice system's response to violent crimes against women, including domestic violence, sexual assault, dating violence, and stalking. The grant requires 30% matching fund commitment from Williamson County.

The District Attorney has received this grant the past two years. The grant has funded a felony prosecutor devoted to cases involving adult sexual assault offenses and allowed the District Attorney to establish and maintain a Special Victims Unit (SVU). The District Attorney's SVU models vertical prosecution of special victim crimes, meaning that the SVU is involved in the cases from intake through final disposition.

The felony prosecutor funded by this grant specializes in handling cases involving violence against women and intimate partner violence. In addition, the prosecutor provides training to personnel of many different entities including the District Attorney's Office, law enforcement agencies, Department of Family and Protective Services, advocacy groups and other members of the public; attends meetings and participates in case reviews with community stakeholders to encourage community collaboration; partners with law enforcement agencies at the beginning of the investigation and then prosecutes the case in the courtroom thereby serving a dual purpose of educating law enforcement as well as other prosecutors.

This specialized prosecutor is also a member of the Sexual Assault Response Team (SART) which was recently redeveloped by the Williamson County Commissioner's Court. As a member of the SART, this prosecutor represents the District Attorney's Office in an effort to create an infrastructure of resources, awareness, connection, and case coordination with law enforcement and other community partners to address adult sex crimes in Williamson County.

Adult sexual assault cases have historically been under reported, under investigated and under prosecuted. The continuing goal of this project is to serve the victims of sexually violent offenses with a prosecutor who works with the sexual assault survivor throughout their criminal justice experience, from the beginning of the case to the end.

Establishing and maintaining the SVU has been an important step in equipping the District Attorney with the resources necessary to do justice through assisting law enforcement in developing investigations and through prosecution of special victim crimes.

Thank you for considering this request.

Attachments:

VAWA Grant Funding Announcement

Grant Management Request Questionnaire

Resolution

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Grants Management Request Questionnaire
VAWA Announcement
Resolution

Form Review**Inbox**

County Judge Exec Asst.
Form Started By: Grace Frias
Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 09:50 AM
Started On: 02/08/2023 02:57 PM

Grant Title/Project Name:	Special Victims Unit Felony Prosecutor Project
Department:	District Attorney's Office
Requestor:	Shawn Dick
Contact Email:	shawn.dick@wilco.org
Contact Phone Number:	512-943-1234
Start Date:	9/1/2023
End Date:	8/31/2024
Please select request category:	Personnel
Describe the purpose of the grant in detail to include all requirements.	The purpose of this grant position is to continue the vertical prosecution of felony adult sexual assault cases. Vertical prosecution involves handling a case from the investigative phase (in partnership with our law enforcement agencies) through disposition of the case. Vertical prosecution for sexual assaults is widely recognized as the best practice for handling these cases. It allows for better victim support, specialized case handling, and an overall higher rate of successful prosecution for these violent offenses. This position began as a result of a VAWA grant on September 1, 2021, and continued with a VAWA grant on September 1, 2022.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	\$123,900.00
Please provide a breakdown of the total cost above.	Salary \$125,685.04; FICA \$9,614.80; Retirement \$19,531.45; Insurance \$10,128.00; Work Comp \$138.32; Membership Dues \$1,000.00; Training \$3,500.00; Supplies \$7,400.00. TOTAL COST \$176,997.61
Is there a match requirement?	Yes
What is the source of the match?	Williamson County
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	\$53,100.00
What is the plan to obtain grants/funds for the remaining amount?	Request that Williamson County fund the required match amount.
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to	

operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	Full Time
Where will this position office?	District Attorney's Office
Who will this position report to?	Special Victims Unit Chief Prosecutor
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	Assist law enforcement with ongoing investigations (25%), review sexual assault cases sent to the D.A.'s Office (30%), law enforcement training (10%), victim contact (15%), prepare for and conduct criminal trials (20%).
Will this position take over tasks from current County employee?	Yes
If yes, please explain the impact to current employee.	This prosecutor has taken over all filed adult sex crimes cases from the Trial Division prosecutors.
How will this position be funded when the grant ends?	Request that Williamson County assume the cost of the position.
Does this position or a similar position currently exist within the department?	Yes
If "yes" how many of these similar positions exist	One position. This position has been grant funded for two previous years.
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	N/A
Describe how workload will be accomplished/re-allocated should grant not be approved.	Prior to receiving the adult sex crimes prosecutor position, the Special Victims Unit (SVU) Chief prosecutor handled all cases of physical abuse of children, sexual abuse of children, sexual assault of adults, and related family violence cases, but only at the intake/investigation part of the prosecution process. The SVU Chief prosecutor also represented the District Attorney's Office at all of the related monthly meetings including, but not limited to, the Multidisciplinary Team meeting with the Children's Advocacy Center, the Child Fatality Review Team meeting, the Sexual

	Assault Response Team meeting with Hope Alliance, and the Human Trafficking Care Coordination meeting. If this position is not funded, there will not be vertical prosecution of felony adult sex crimes, all of the adult sex crimes cases will be reassigned to the Trial Division prosecutors and added back to their respective case loads, and the SVU Chief prosecutor will take back responsibility for the work that was assumed by the adult sex crimes prosecutor.
List other similar items in the County and/or region and if they available for use?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	
What is the useful life of the item?	
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	\$53,100.00 (30%)
ID	103

Version	6.0
Attachments	False
Created	2/7/2023 5:04 PM
Created By	Bridget Chapman
Modified	2/8/2023 2:45 PM
Modified By	Bridget Chapman



Office of the Governor, Public Safety Office

Criminal Justice Division

Funding Announcement: ***Violence Against Women Justice and Training Program, FY2024***

Purpose

The purpose of this announcement is to solicit applications for projects that promote a coordinated, multi-disciplinary approach to improve the justice system's response to violent crimes against women, including domestic violence, sexual assault, dating violence, and stalking.

Available Funding

Federal funding is authorized for these projects under the Violence Against Women Act of 2013 Pub. L. No. 113-4 (VAWA 2013). VAWA funds are made available through a Congressional appropriation to the U.S. Department of Justice, Office on Violence Against Women. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations

Applications may be submitted by state agencies, public and private non-profit institutions of higher education, independent school districts, Native American tribes, councils of governments, non-profit corporations (including hospitals and faith-based organizations) and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes (includes hospital districts). Other local governmental agencies should apply through an associated unit of local government.

Non-profit applicants seeking to provide direct services to victims of crime are not eligible under this solicitation and should apply under the General Victim Assistance Program Funding Announcement.

Application Process

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. For more instructions and information, see the OOG's *eGrants User Guide to Creating an Application*, available [here](#).

Applicants are required to submit fully developed and detailed grant budgets at the time of application, PSO will not accept placeholder applications in lieu of a well written and detailed grant application.

1. For eligible local and regional projects:
 - a. Applicants must contact their applicable regional council of governments (COG) regarding their application.
 - b. Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.

2. State agencies, and other organizations proposing projects with a statewide impact, may submit applications directly to PSO.

Key Dates

Action	Date
Funding Announcement Release	12/12/2022
Online System Opening Date	12/12/2022
Final Date to Submit and Certify an Application	2/09/2023 at 5:00pm CST
Earliest Project Start Date	09/01/2023

Project Period

Projects may not exceed 12 months and must start on 9/01/2023 and end on 08/31/2024.

Funding Levels

Minimum: \$5,000

Maximum: No Maximum

Match Requirement: 30% of the total project (Note: Victim service providers and Native American tribes are exempt from the match requirement.)

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

The following list of eligible activities and costs apply generally to all projects under this announcement:

1. Training law enforcement officers, judges, other court personnel, and prosecutors to more effectively identify and respond to violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking;
2. Developing, training, or expanding units of law enforcement officers, judges, other court personnel, and prosecutors specifically targeting violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking;
3. Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying, and responding to violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking, as well as the appropriate treatment of victims;
4. Developing, installing, or expanding data collection and communication systems, including computerized systems, linking police, prosecutors, and courts or for the purpose of identifying, classifying, and tracking arrests, protection orders, violations of protection orders, prosecutions, and convictions for violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking;
5. Supporting formal and informal statewide, multidisciplinary efforts, to the extent not supported by state funds, to coordinate the response of state law enforcement agencies, prosecutors, courts, victim services agencies, and other state agencies and departments, to

violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking;

6. Training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault;
7. Developing, enlarging, or strengthening programs to assist law enforcement, prosecutors, courts, and others to address the needs and circumstances of older and disabled women who are victims of sexual assault, domestic violence, dating violence, or stalking, including recognizing, investigating, and prosecuting instances of such violence or assault and targeting outreach and support, counseling, and other victim services to such older and disabled individuals;
8. Developing and promoting state or local policies that enhance best practices for responding to sexual assault, domestic violence, dating violence, and stalking;
9. Developing, implementing, or enhancing Sexual Assault Response Teams, or other similar coordinated community responses to sexual assault as defined in Chapter 351 of Local Government Code, subchapter J;
10. Developing and strengthening policies, protocols, best practices, and training for law enforcement agencies and prosecutors relating to the investigation and prosecution of sexual assault cases and the appropriate treatment of victims; and
11. Identifying and conducting inventories of backlogs of sexual assault evidence collection kits and developing protocols and policies for responding to and addressing such backlogs, including protocols and policies for notifying and involving victims;

Program-Specific Requirements

Legal Assistance for Victims (LAV) Certification:

All VAWA applicants must certify that they meet the following federal statutory requirements regarding the provision of legal advocacy:

- (1) Any person providing legal assistance through a program funded under this VAWA Program
 - (a) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault or stalking in the targeted population; or
 - (b) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A) and has completed or will complete training in connection with domestic violence, dating violence, sexual assault or stalking and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide.
- (2) Any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, State, territorial, and local law enforcement officials.
- (3) Any person or organization providing legal assistance through a program funded under this Program has informed and will continue to inform state, local, or tribal domestic violence, dating violence or

sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work.

(4) The grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, domestic violence, dating violence, or child sexual abuse is an issue.

State Priority Areas:

All projects funded under this announcement must address one or more of the State Priority Areas listed in the application.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. This disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in

order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2022 or the end of the grant period, whichever is later.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating.
6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program or eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Construction, renovation, or remodeling;
2. Research or evaluation activities;
3. Medical services other than forensic medical examinations and prophylaxis;
4. Law enforcement equipment that is standard department issue;
5. Processing DNA evidence;
6. Victim-offender meetings that serve to replace (or as a part of) criminal justice proceedings;
7. Services to incarcerated individuals, including re-entry rehabilitative services related to the crime for which they are incarcerated;
8. Medical training;
9. Cash payments to victims, gift cards, or fuel vouchers;
10. Creation of a voucher program where victims are directly given vouchers for such services as housing or counseling;
11. Leasing or purchasing vehicles;
12. Legal defense services for perpetrators of violence against women;
13. Criminal defense work, including for women who assault, kill, or otherwise injure their abusers;

14. Liability insurance on buildings;
15. Nonessential maintenance on buildings, lawn care, and landscaping;
16. Reimbursement to crime victims for expenses incurred as a result of a crime, such as insurance deductibles, replacement of stolen property, funeral expenses, lost wages, and medical bills;
17. Services for programs that primarily focus on children and/or men;
18. Activities exclusively related to violence prevention, such as media campaigns to educate the general public about violence against women, public awareness, and community education campaigns are also prohibited;
19. Prosecution of child sexual abuse when the victim is now an adult;
20. Relocation expenses for victims of domestic violence, sexual assault, or stalking such as moving household goods to a new location in another state or acquiring furniture or housing in a new location;
21. Development or presentation of a domestic violence, sexual assault, dating violence, or stalking curriculum for primary or secondary schools (educating students from an existing curriculum would also be prohibited);
22. Activities that may compromise victim safety; and
23. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

1. For eligible local and regional projects:
 - a. Applications will be forwarded by PSO to the appropriate regional council of governments (COG).
 - b. The COG's criminal justice advisory committee will prioritize all eligible applications based on State priorities, identified community priorities, cost and program effectiveness.
 - c. PSO will accept priority listings that are approved by the COG's executive committee.
 - d. PSO will make all final funding decisions based upon eligibility, approved COG priorities, reasonableness of the project, availability of funding, and cost-effectiveness.
2. For state discretionary projects, applications will be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at egrants@gov.texas.gov or (512) 463-1919.

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

That on the 14th day of February 2023, the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

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

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

WHEREAS, the Commissioners Court finds it in the best interest of the citizens of Williamson County that the Special Victims Unit Felony Prosecutor Project be operated for Fiscal Year 2023/2024; and

WHEREAS, the Commissioners Court agrees to provide applicable matching funds for the Project as required; and

WHEREAS, the Commissioners Court assures that in the event of loss or misuse of grant funds, all funds will be returned to the Office of the Governor, Public Safety Office (PSO); and

WHEREAS, the Commissioners Court designates the County Judge as the authorized official who is given the authority to apply for, accept, reject, alter or terminate the grant on behalf of Williamson County.

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court approves submission of the grant application for the Special Victims Unit Felony Prosecutor Project to the PSO.

Bill Gravell, Jr. - County Judge
Passed and Approved on February 14, 2022
Grant Number: 4219103

Commissioners Court - Regular Session**35.****Meeting Date:** 02/14/2023

Grant Application Permission Request

Submitted By: Denise Carlson, Juvenile Services**Department:** Juvenile Services**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an approval for Juvenile Services to apply for a grant through the Capital Area Council of Governments (CAPCOG) to provide contract services to youths.

Background

Juvenile Services is requesting approval to apply for a \$12,000.00 grant from the Capital Area Council of Governments (CAPCOG) to provide contracted services and programs for youth(s). There is no matching funds required from Williamson County for this grant.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Juv Serv CAPCOG 2023-4

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Denise Carlson

Final Approval Date: 02/06/2023

Reviewed By

Becky Pruitt

Date

02/06/2023 01:49 PM

Started On: 02/06/2023 12:02 PM

Grant Title/Project Name:	Purpose Project
Department:	Juvenile Services
Requestor:	Denise Carlson
Contact Email:	Denise.Carlson@wilco.org
Contact Phone Number:	Denise.Carlson@wilco.org
Start Date:	9/1/2023
End Date:	8/31/2024
Please select request category:	Grant for youth project
Describe the purpose of the grant in detail to include all requirements.	<p>The purpose of this funding is to support projects that prevent violence in and around schools; and to improve the juvenile justice stem and develop effective education, training, prevention, diversion, treatment and rehabilitation programs.</p> <p>Using the proven methodology behind the Developmental Relationships and SPARKS, the Catalyst Collection has crafted an innovative experience based program that teenagers are excited to be a part of called the Purpose Project.</p>
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	\$12,000.00
Please provide a breakdown of the total cost above.	The entire \$12,000.00 will go towards contractual services to support the Purpose Project.
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	

Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	RESET mentoring offer similar items as this program however they are not available for use. WCJS is currently partnering with RESET mentoring on providing mentoring services for youth in our residential treatment center CORE.

How is this item request different from any similar assets currently in the County and/or region?	To my knowledge there is not other program in the county such as this.
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	1:1 Mentoring, Creative Labs and Arts Tables and Academy of Awesome classes where volunteers in the community allow students to explore their gifts and passions through classes that support a youth's SPARKS such as guitar lesson, photography, film, sports, theater arts, etc.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	All Personnel will be provided and paid by Catalyst Collective Organization
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	WCJS will partner with Catalyst Collective, who is the administrator of the program and will be facilitating the program through the life of the grant. Catalyst Collective will provide staffing for the program. This program will not create the need for more personnel.
Where will the item be stored?	Round Rock, TX
What is the useful life of the item?	12 Months
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	No.
How will this item be funded when the grant ends?	Funds raised by Catalyst Collective (Fundraisers and donations).
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	None.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	None
What is the cost and frequency to maintain/update the additional equipment?	None
What is the impact of this grant application on other internal/county departments?	None. This program will serve to help divert youth from the Juvenile Justice System.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	
ID	82
Version	2.0

Attachments	False
Created	1/13/2022 10:45 AM
Created By	Denise Carlson
Modified	2/6/2023 11:45 AM
Modified By	Denise Carlson

Commissioners Court - Regular Session**36.****Meeting Date:** 02/14/2023

Budget Workshop

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a Williamson County Budget Workshop Meeting to be held by the Williamson County Commissioners Court at the Georgetown Annex, 100 Wilco Way, Georgetown, Texas 78626 on February 15, 2023 at 8:30 A.M.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 09:34 AM

Started On: 02/08/2023 12:06 PM

Commissioners Court - Regular Session**37.****Meeting Date:** 02/14/2023

Special Session Infrastructure and Capital Improvement Projects

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving an Infrastructure and Capital Improvement Projects Meeting to be held by the Williamson County Commissioners Court in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas on Friday, February 17, 2023 at 9:30 A.M.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 09:28 AM

Started On: 02/08/2023 10:13 AM

Commissioners Court - Regular Session**38.****Meeting Date:** 02/14/2023

Approval of Purchase of A3000 Expansion from Presidio Networked Solutions Group, LLC for IT Department

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving agreement #2023138 for an A3000 expansion of Storage from Presidio Networked Solutions Group, LLC in the amount of \$197,644.28, pursuant to DIR cooperative contract #DIR-TSO-3763.

Background

Approval of this item will support offices countywide as it is an expansion for network data storage. Quotes are attached that outline the products to be purchased including hardware, support and maintenance. IT, legal, contract audit and budget have reviewed this purchase. This expenditure will be charged to 01.0100.0503.005740 as per FY23 budget. Department contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Quotes

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Erica Smith
Final Approval Date: 02/09/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

02/09/2023 06:04 AM
02/09/2023 09:12 AM
Started On: 01/27/2023 03:08 PM



QUOTE:

DATE: 02/07/2023
PAGE: 1 of 1

TO: Williamson County
Rory Tierney
301 SE Inner Loop Suite 106
Georgetown, TX 78626

rory.tierney@wilco.org
(p) (512) 943-1457
(f) (512) 943-1672

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

dguzman@presidio.com
(p) +1.512.795.7146

Customer#: WILLI035
Account Manager: Daniel Guzman
Inside Sales Rep: Greg Hubbard
Title: Power Store Drives- Quote 4

Contract Vehicle: Texas DIR-TSO-3763 Dell (88AHM C000000181142)

#	Part #	Description	Unit Price	Qty	Ext Price
1	210-ASTY	PowerStore Upgrades	\$0.00	1.00	\$0.00
2	379-BDPD	ISG Product (info)	\$0.00	1.00	\$0.00
3	379-BDUV	Upgrade Order	\$0.00	1.00	\$0.00
4	876-3954	Dell Hardware Limited Warranty	\$226.39	1.00	\$226.39
5	876-4118	ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	\$0.00	1.00	\$0.00
6	876-4124	ProSupport Mission Critical 7x24 Technical Support and Assistance 3 Years	\$0.00	1.00	\$0.00
7	989-3439	Thank you choosing Dell ProSupport. For tech support visit //www.dell.com/support or call 1-800- 945-3355	\$0.00	1.00	\$0.00
8	900-9997	On-Site Installation Declined	\$0.00	1.00	\$0.00
9	332-1286	US Order	\$0.00	1.00	\$0.00
10	800-BBQV	Thank you for buying Dell EMC	\$0.00	1.00	\$0.00
11	400-BGJO	P1 25X2.5 NVME SED SSD 7.68TB UG	\$8,035.76	2.00	\$16,071.52
12	828-4836	ProSupport: Mission Critical 4-Hour 7x24 On-Site Medium Capacity SSD Add-On 3 Years	\$1,607.15	2.00	\$3,214.30

	Sub Total:	\$19,512.21
	Grand Total:	\$19,512.21

This quote is governed by Terms and Conditions of Texas D R-TSO-3763 Contract.
State of Texas Vendor D 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

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

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-3763
Tax ID# 76-0515249; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Destination
Dell Contract Code: 88AHM C000000181142
Report ID: 222045

No signed quote. PO required.

TO: Williamson County
Rory Tierney
301 SE Inner Loop Suite 106
Georgetown, TX 78626

rory.tierney@wilco.org
(p) (512) 943-1457
(f) (512) 943-1672

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

dguzman@presidio.com
(p) +1.512.795.7146

Customer#: WILLI035
Account Manager: Daniel Guzman
Inside Sales Rep: Greg Hubbard
Title: A3000 Expansion- Quote 2

Contract Vehicle: Texas DIR-TSO-3763 Dell (88AHM C000000181142)

#	Part #	Description	Unit Price	Qty	Ext Price
1	210-AZUW	A3000 - L3 - SED 320TB (20x16TB)/800GB SSD	\$19,999.87	4	\$79,999.48
2	800-BBQV	Informational Purposes Only	\$0.00	4	\$0.00
3	800-BBQV	Informational Purposes Only	\$0.00	4	\$0.00
4	800-BBQV	Informational Purposes Only	\$0.00	4	\$0.00
5	590-TFHE	2x25GbE (SFP28) Back-end W/O OPTICS	\$188.71	4	\$754.84
6	590-TFBK	2x25GbE (SFP28) W/O OPTICS	\$188.71	4	\$754.84
7	149-BBGL	OneFS Base License A3 12TB+ Tier 3 L3=ID	\$1,792.72	4	\$7,170.88
8	149-BBGY	OneFS Encryp ion Key A3 12TB+ Tier 3 L3=ID	\$548.79	4	\$2,195.16
9	151-BBJQ	SmartConnect Base License A3 Tier 3 L3 =ID	\$250.13	4	\$1,000.52
10	151-BBIX	SmartQuotas Base License A3 Tier 3 L3 =ID	\$101.87	4	\$407.48
11	151-BBEH	HDFS for OneFS (\$0.00)	\$0.00	4	\$0.00
12	379-BDPD	ISG Product (info)	\$0.00	4	\$0.00
13	876-9298	Dell Hardware Limited Warranty	\$33.26	4	\$133.04
14	876-9527	ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	\$80.23	4	\$320.92
15	876-9605	ProSupport Mission Critical 7x24 Technical Support and Assistance 3 Years	\$93.67	4	\$374.68
16	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	\$0.00	4	\$0.00
17	854-7408	3 Years ProSupport Mission Critical OneFS Enc-Key Mgt Base 12TB Plus Software Support-Maint	\$641.87	4	\$2,567.48
18	854-5925	3 Years ProSupport Mission Critical Enterprise Advanced Bundle Base Software Support-Maint	\$464.34	4	\$1,857.36
19	854-5908	3 Years ProSupport Mission Critical SmartConnect Base Software Support-Maint	\$129.11	4	\$516.44
20	854-7116	3 Years ProSupport Mission Critical SmartQuotas Base Software Support-Maint	\$52.54	4	\$210.16
21	849-5190	3 Years ProSupport Mission Critical HDFS for OneFS Software Support-Maint	\$0.00	4	\$0.00
22	825-6815	None	\$0.00	4	\$0.00
23	825-6815	None	\$0.00	4	\$0.00

24	825-6815	None	\$0.00	4	\$0.00
25	831-5274	ProDeploy Plus for PowerScale Expansion	\$1,755.11	4	\$7,020.44
26	800-BBUH	A3000 Promo	\$0.00	4	\$0.00
27	407-BCIU	Transceivers/Optic/SFP+/SR/10GbE/2 GEN6	\$39.28	4	\$157.12
28	149-BBGI	OneFS Capacity A3 Tier 3 L3=CB	\$20.02	1280	\$25,625.60
29	151-BBJJ	SmartConnect Capacity License A3 Tier 3 L3=CB	\$5.20	1280	\$6,656.00
30	151-BBJU	SmartQuotas Capacity License A3 Tier 3 L3=CB	\$2.12	1280	\$2,713.60
31	854-6079	3 Years ProSupport Mission Critical OneFS Capacity Software Support-Maint	\$5.50	1280	\$7,040.00
32	854-6095	3 Years ProSupport Mission Critical Enterprise Advanced Bundle Capacity Software Support-Maint	\$9.74	4	\$38.96
33	854-6891	3 Years ProSupport Mission Critical SmartConnect Capacity Software Support-Maint	\$2.71	1280	\$3,468.80
34	854-7571	3 Years ProSupport Mission Critical SmartQuotas Capacity Software Support-Maint	\$1.09	1280	\$1,395.20
35	854-3439	ProSupport Mission Critical 4-Hour 7x24 Onsite Capacity Addon 3 Years	\$18.05	1280	\$23,104.00
36	825-6815	None	\$0.00	4	\$0.00
37	825-6815	None	\$0.00	4	\$0.00
38	210-BBFL	Base Chassis - Deep A-Series	\$1,819.41	1	\$1,819.41
39	800-BBQV	Informational Purposes Only	\$0.00	1	\$0.00
40	876-8976	Dell Hardware Limited Warranty	\$48.84	1	\$48.84
41	876-8980	ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	\$228.55	1	\$228.55
42	876-8983	ProSupport Mission Critical 7x24 Technical Support and Assistance 3 Years	\$266.83	1	\$266.83
43	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	\$0.00	1	\$0.00
44	379-BDPD	ISG Product (info)	\$0.00	1	\$0.00
45	210-AXGY	Accessories Label BASE	\$0.00	1	\$0.00
46	800-BBQV	Informational Purposes Only	\$0.00	1	\$0.00
47	800-BBQV	Informational Purposes Only	\$0.00	1	\$0.00
48	800-BBQV	Informational Purposes Only	\$0.00	1	\$0.00
49	332-1286	US Order	\$0.00	1	\$0.00
50	379-BDPD	ISG Product (info)	\$0.00	1	\$0.00
51	929-3709	Thank you for Your Order	\$0.00	1	\$0.00
52	935-6720	Thank you for Your Order	\$0.00	1	\$0.00
53	450-AJHN	PWCRD KIT for Deep Chassis	\$31.37	2	\$62.74

QUOTE:

DATE: 02/07/2023

PAGE: 3 of 3

54	470-AEGH	40G to 10G Breakout (4)SFP+ to (1)QSFP+ 3M	\$111.35	2	\$222.70
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			Sub Total:	\$178,132.07	
			Grand Total:	\$178,132.07	

This quote is governed by Terms and Conditions of Texas D R-TSO-3763 Contract.
 State of Texas Vendor D 17605152499
 Standard-Terms-for-Purchase-of-Services or Goods
 Quote valid for 30 days from date shown above.
 Prices may NOT include all applicable taxes and shipping charges
 All prices subject to change without notice. Supply subject to availability.

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

Pursuant to this contract your PO must reflect the following contract:
 Texas DIR-TSO-3763
 Tax ID# 76-0515249; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671; CEC 15-506005G
 Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
 Delivery: FOB Destination
 Dell Contract Code: 88AHM C000000181142
 Report ID: 222045

No signed quote. PO required.

Commissioners Court - Regular Session**39.****Meeting Date:** 02/14/2023

Award of IFB #23IFB20 Asphalt Emulsions to Ergon Asphalt & Emulsions, Inc.,

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB #23IFB20 Asphalt Emulsions to Ergon Asphalt & Emulsions, Inc., Wright Asphalt Products Company, LLC, and Martin Asphalt Company based on lowest and best bid for a particular location or type of material for Road and Bridge Department.

Background

Williamson County sent out over six hundred (600) notifications with twenty-three (23) document takers and four (4) submitting firms. Williamson County received bids from qualified companies for the purchase of Asphalt Emulsions for Construction Maintenance of Highways, Streets, and Bridges on an as-needed basis. Ergon Asphalt & Emulsions, Inc., Wright Asphalt Products Company, LLC, and Martin Asphalt Company provided the lowest and best bids for a particular type of material. Item CHFRS-2 received no qualifying bids. Should the County seek to order this material, per policy, a quote will be obtained and brought to the Commissioners Court for approval for a period of twelve (12) months at which time we may seek to re-bid the item. The initial term of this contract is for one (1) year with two (2) optional twelve (12) month renewals. Budgeted amount is \$2,000,000.00. Funding source(s): 01.0200.0210.003550 and 01.0200.0210.003597. Point of Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Bid Tab

Award Recommendation

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Gretchen Glenn
Final Approval Date: 02/09/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

02/09/2023 06:40 AM
02/09/2023 09:19 AM
Started On: 02/06/2023 02:33 PM

BID TABULATION
23IFB20 ASPHALT EMULSIONS
WILLIAMSON COUNTY- TEXAS

				Ergon Asphalt & Emulsions, Inc	Martin Asphalt Company	Wright Asphalt Products Co LLC	P Squared Emulsion Plants LLC	
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	Unit Pricing	Unit Pricing	Unit Pricing	Unit Pricing	
1	HFRS-2	5,000	GAL	\$ 2.58	No Bid	No Bid	No Bid	HFRS-2
2	HFRS-2P	150,000	GAL	\$ 2.78	No Bid	No Bid	No Bid	HFRS-2P
3	CRS-2	5,000	GAL	\$ 2.58	\$ 2.97	\$ 2.64	\$ 3.29	CRS-2 *P2-CWE-2
4	CRS-2P	5,000	GAL	\$ 2.78	\$ 3.17	\$ 3.04	No Bid	CRS-2P
5	CHFRS-2	15,000	GAL	No Bid	No Bid	No Bid	\$ 3.29	CHFRS-2 *P2-CWE-2
6	CHFRS-2P	550,000	GAL	\$ 2.78	\$ 3.17	\$ 3.04	No Bid	CHFRS-2P
7	SS-1	60,000	GAL	\$ 2.58	\$ 2.97	No Bid	No Bid	SS-1
8	CSS-1H	10,000	GAL	\$ 2.58	\$ 2.97	\$ 2.64	\$ 2.96	CSS-1H *P2 STABILIZER
9	AEP	60,000	GAL	\$ 3.48	No Bid	No Bid	\$ 2.24	AEP *PRIME CONCENTRATE

*Substitutions will not be allowed for Bid.



January 9, 2023

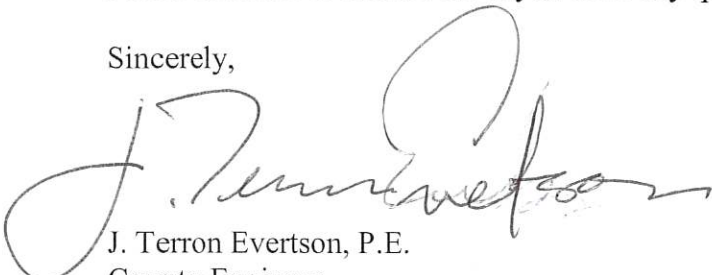
Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #23IFB20 – Asphalt Emulsions

After reviewing all the pertinent information, we recommend awarding the 23IFB20 Asphalt Emulsions bid to Ergon Asphalt & Emulsions, Inc., Wright Asphalt Products Company LLC, and Martin Asphalt Company based on lowest and best bid for a particular location or type of material.

Please feel free to contact me if you have any questions or concerns.

Sincerely,



J. Terron Evertson, P.E.
County Engineer
Williamson County, TX

Commissioners Court - Regular Session**40.****Meeting Date:** 02/14/2023

Award of IFB# 23IFB22 County Road Seal Coat FY23 for Road and Bridge Department

Submitted For: Joy Simonton**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate on awarding IFB #23IFB22 County Road Seal Coat FY23, to the lowest and best bidder, CK Newberry LLC in the amount of \$2,079,103.00, and authorize execution of the agreement.

Background

The Purchasing Department sent out over five thousand one hundred (5,100) notifications with twenty-eight (28) document takers and received two (2) submittals. Williamson County received bids for contractors to provide materials, experienced sealing, and striping crews and equipment for County Road Seal Coat FY 23. CK Newberry, LLC provided the lowest and best bid. Based on the low bid and previous work experience, the County Engineer recommends awarding to CK Newberry, LLC. The funding source is 0200.0210.003599. The point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Ensuing Agreement

Recommendation Letter

Bid Tabulations

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 02/09/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

02/09/2023 06:54 AM

02/09/2023 09:31 AM

Started On: 02/08/2023 10:37 AM



Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and CK Newberry LLC ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 23IFB22, County Road Seal Coat FY23; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Two Million, Seventy Nine Thousand, One Hundred and Three dollars (\$2,079,103.00) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 23IFB2 County Road Seal Coat FY23; including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: 35

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before** _____; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of \$500.00 from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code (“Texas Prompt Payment Act”), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered “received” until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor’s Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR’S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to

perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

- 6.5** As part of Contractor obligation to coordinate the Work, Contractor shall:
- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
 - b. provide an on-site, full-time superintendent for the duration of the Work;
 - c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
 - d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
 - e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
 - f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
 - g. advise Owner of any tests that should be performed;
 - h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
 - i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
 - j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
 - k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

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)	\$ 1,000,000	\$ 1,000,000
Aggregate policy limits:	\$2,000,000	

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

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

- e. Builder's Risk Insurance
(all risks)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions.

However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than \$1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

- (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
- (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owneroperators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
 - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a selfinsured, with the commission's Division of Self-

Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide

services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR, 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. CONTRACTOR 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.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND

OWNER'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 CONTRACTOR 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.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct

the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner'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 an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner 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.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in

regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement 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.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

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

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving

appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER 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.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

CONTRACTOR:

CK NEUBERRY, LLC

By: *Thomas Peña* _____

Printed Name: *Thomas Peña*

Date: _____

Date: 2/7/23

Party Representatives

Owner's Designated Representative ("ODR"):

Phone _____

Fax _____

Title:

Contractor's Designated Representative:

Thomas Rina
1538 CR 345
KARNES CITY TX 78118

Phone 1-830-217-9256

Fax 1-830-217-9257

Title: General Manager



January 23, 2023

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for County Road Seal Coat FY23 – Bid #23IFB22

The bids for the subject-referenced project have been reviewed, and the apparent low bid (CK Newberry, LLC) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. CK Newberry, LLC - \$2,079,103.00
2. D.I.J. Construction, Inc. - \$2,097,853.20

The Contractor's low base bid is \$298,961.81 below the Engineer's Estimate, a cost decrease of 12.57%.

In addition to meeting the bid qualifications, CK Newberry, LLC has performed similar work on other projects and received positive references from those contacted. Based on the low bid of \$2,079,103.00 and the previous work experience, I recommend to the Williamson County Commissioners' Court that they award CK Newberry, LLC the contract for the County Road Seal Coat FY23 Project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Terron Evertson', with a large, stylized flourish at the end.

J. Terron Evertson, P.E.
County Engineer

IFB 23IFB22 County Road Seal Coat FY23
01.17.2023

Name of Contractor:		CK NEWBERRY, LLC				
Bid Form County Road Seal Coat FY 23 Williamson County, Texas						
ITEM	NO.	DESCRIPTION	UNIT	Estimated Quantity	Unit Price	Cost
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	5366	\$ 116.50	\$ 625,139.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	308500	\$ 3.80	\$ 1,172,300.00
500	6001	MOBILIZATION	LS	1	\$ 200,000.00	\$ 200,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	\$ 15,000.00	\$ 30,000.00
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	1167	\$ 2.00	\$ 2,334.00
666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	40	\$ 17.00	\$ 680.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	39092	\$ 0.30	\$ 11,727.60
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	40	\$ 5.50	\$ 220.00
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	23340	\$ 0.30	\$ 7,002.00
666	6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	LF	39092	\$ 0.45	\$ 17,591.40
666	6314	RE PM W/RET REQ TY I (Y) 4" (SLD)(090MIL)	LF	23340	\$ 0.45	\$ 10,503.00
672	6009	REFL PAV MRKR TY II-A-A	EA	292	\$ 5.50	\$ 1,606.00
PROJECT TOTAL						\$ 2,079,103.00

Name of Contractor:		D.I.J. Construction, Inc.				
Bid Form						
County Road Seal Coat FY 23						
Williamson County, Texas						
ITEM	NO.	DESCRIPTION	UNIT	Estimated Quantity	Unit Price	Cost
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	5366	110.00	590,260.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	308500	4.00	1,234,000.00
500	6001	MOBILIZATION	LS	1	200,000.00	200,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	15,000.00	30,000.00
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	1167	2.00	2,334.00
666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	40	16.00	640.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	39092	0.20	7,818.40
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	40	6.00	240.00
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	23340	0.20	4,668.00
666	6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	LF	39092	0.40	15,636.80
666	6314	RE PM W/RET REQ TY I (Y) 4" (SLD)(090MIL)	LF	23340	0.40	9,336.00
672	6009	REFL PAV MRKR TY II-A-A	EA	292	10.00	2,920.00
PROJECT TOTAL						\$ 2,097,853.20

Commissioners Court - Regular Session**41.****Meeting Date:** 02/14/2023

Road and Bridge Project Transfer

Submitted By: Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on transferring \$1,000,000 from P617 (Road and Bridge Unallocated) to P622 (CR 207 Widening).

Background

This transfer is necessary to create P622, a road widening on CR 207.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 11:08 AM

Started On: 02/09/2023 10:58 AM

Commissioners Court - Regular Session**42.****Meeting Date:** 02/14/2023

TTI Second Amendment to Technical Research Agreement

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No 2 under Williamson County Contract for Engineering Services between Texas A&M Transportation Institute (TTI) and Williamson County dated April 26, 2016 for Foam Asphalt Pavement Design. This Contract Amendment No 2 will allow for an increase in the compensation cap from \$90,000.00 to \$180,000.00 and extends the terms of the Agreement. Funding source: 01.0200.0210.004160.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

TTI Second Amendment to Technical Research Agreement

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 02/06/2023

Reviewed By

Hal Hawes

Becky Pruitt

Date

02/03/2023 12:27 PM

02/06/2023 01:47 PM

Started On: 02/03/2023 10:30 AM

SECOND AMENDMENT TO TECHNICAL RESEARCH AGREEMENT

Foam Asphalt Pavement Design

This Second Amendment is made pursuant to the terms and conditions of the Technical Research Agreement, being dated April 26, 2016 ("Agreement") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Texas A&M Transportation Institute (the "TTI").

WHEREAS, pursuant to the Agreement, amendments shall be made in writing and signed by the parties; and

WHEREAS, it has become necessary to amend the Agreement in order to increase the original not-to-exceed amount from \$90,000.00 to \$180,000.00; and

AGREEMENT

NOW, THEREFORE, premises considered, the County and the TTI agree that the Agreement shall be amended as follows:

I. Section 2.1 of the Agreement shall be amended as follows:

The total cumulative fixed price amount for conducting the Services under all Work Authorizations agree to by the Parties under this Agreement shall not exceed a total of \$180,000.00.

II. Section 3.2 of the Agreement shall be amended as follows:

If the period of performance of any fully executed Work Authorization extends beyond the termination date of this Agreement (August 31 2019), the Parties agree the term of the Agreement shall be extended until the services under such Work Authorization are fully completed or until such Work Authorization is otherwise terminated, whichever event should occur first. In such case, the applicable Work Authorization shall continue to be subject to the terms and conditions stated in this Agreement.

III. Except as otherwise amended by prior or future Amendments, all other terms of the Agreement are unchanged and will remain in full force and effect.

This Second Amendment does not waive the parties' responsibilities and obligations provided under the Agreement.

IN WITNESS WHEREOF, the County and TTI have executed this Second Amendment, in duplicate, to be effective as of the date of the last party's execution below.

**TEXAS A&M TRANSPORTATION INSTITUTE
TEXAS**

WILLIAMSON COUNTY,

By: _____

By: _____

Name: Lesli Kerth

Name: Bill Gravell, Jr.

Title: Associate Director TA

Title: Williamson County Judge

Date: 2/3/2023

Date: _____

Commissioners Court - Regular Session**43.****Meeting Date:** 02/14/2023

Ranch to Market Road (RM) 2243 People-to-Jobs Connector RAISE Grant Application

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on the Ranch to Market Road (RM) 2243 People-to-Jobs Connector Grant Application and Financial Commitment Letter, with a commitment to contribute to the local match if the project is selected for funding. Funding Source: 2019 Road Bond Funds

Background

Williamson County is seeking Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant funding for the Ranch to Market Road (RM) 2243 People-to-Jobs Connector construction from 183A to Garey Park. Applications for the grant are due on February 28th.

The anticipated construction and utility relocation cost is \$24M, with \$12M (50%) federal funding requested and \$12M local match. The local match is available through previously approved road bond funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Judge Gravell Funding Support Letter
RM 2243 RAISE Grant

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 09:33 AM

Started On: 02/08/2023 10:47 AM



February 14, 2023

The Honorable Pete Buttigieg
US Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

RE: Ranch to Market Road (RM) 2243 People-to-Jobs Connector Project

Dear Secretary Buttigieg:

Williamson County writes to enthusiastically support USDOT RAISE funding for the Williamson County, Texas Ranch to Market Road (RM) 2243 People-to-Jobs Connector Project (Jobs Connector) and for the national economic growth and quality-job creation the Jobs Connector will sustain.

Williamson County is a significant technological hub for the United States, accounting for more than \$292 billion in domestic production of electronics annually from Apple, Dell, Samsung Semiconductor, and others. Companies are drawn to Williamson County by its high-caliber workforce, quality of life for workers and partnership opportunities with educational centers like the University of Texas. As a result, Williamson County has become the 9th-fastest growing county in America, extending a quarter-century record of growth. The Jobs Connector Project Sponsor will construct safety, efficiency and environmental improvements to modernize this major transportation corridor that is critical to connecting suburban and rural residents to nearby high-quality technology and light industrial jobs offering lifelong skill- and career-growth opportunities including those generated by the new Apple and Samsung campuses and the Tesla Gigafactory.

While providing Americans with high-quality jobs and housing, the growth over the past decade is straining the existing local and regional transportation network to the breaking point. According to the FHWA, almost 1.9 billion trips in 2020 originated/departed in this zone, making it one of the largest trip generators in the State of Texas. It's a number that will only continue growing - nearly 20,000 new residents call Williamson County home each year. Williamson County is committed to investing in the many multi-modal improvements needed to address increasing congestion, declining travel time reliability and deteriorating quality of life and to ensure high-quality jobs, housing, and transportation options. The project will modernize and replace dilapidated infrastructure by constructing a multimodal transportation corridor with safety and environmental resiliency features.

Williamson County has and continues to make needed investments in these areas as well as in promoting denser, more multimodal-friendly urban mixed-used development. Improvements in

the design and capacity of existing surface transportation facilities of Williamson County and the surrounding areas are needed to maintain and strengthen as a state and national economic hub.

With your help, this project will significantly advance our efforts to improve the region's transportation network by addressing aging infrastructure, safety issues, and investing in areas identified by local neighborhoods - while creating sustainable economic opportunities for local workers and the national economy - opportunities that may be throttled by an otherwise overloaded transportation network.

Williamson County is committed to partnering with federal programs that will improve safety for the traveling public while simultaneously improving quality of life for all residents. If federal funding is provided the County has the ability for the funding to be obligated within the time period set forth under federal-aid highway requirements. We appreciate your consideration of this important project.

Sincerely,

Judge Bill Gravell, Jr.
Williamson County Judge
710 S. Main Street, Suite 101
Georgetown, TX 78626
ctyjudge@wilco.org

Grant Title/Project Name:	RAISE Grant / RM 2243 Project
Department:	Road Bond
Requestor:	Bob Daigh
Contact Email:	bdaigh@wilco.org
Contact Phone Number:	512-943-3330
Start Date:	9/29/2023
End Date:	9/30/2025
Please select request category:	Transportation
Describe the purpose of the grant in detail to include all requirements.	Construction funding for RM 2243 from 183A to Garey Park.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	\$12,000,000.00
Please provide a breakdown of the total cost above.	Construction - \$12,000,000.00
Is there a match requirement?	Yes
What is the source of the match?	Anticipated 50% match to come from Road Bond Funds
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	12,000,000.00
What is the plan to obtain grants/funds for the remaining amount?	Anticipated to come from Road Bond Funds.
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	

Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	N/A
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	N/A

What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	Future maintenance of the roadway will be TxDOT's obligation with an estimated inflated cost of \$15.5M over 50 years. This cost includes mill and overlays of the roadway every 10 years.
How will this item be funded when the grant ends?	The roadway will be maintained by TxDOT after construction is complete.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	No impact as the roadway will be maintained by TxDOT after construction is complete.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	Anticipated 50% match
ID	104
Version	6.0
Attachments	False
Created	2/8/2023 10:05 AM
Created By	Vicky Edwards
Modified	2/8/2023 11:19 AM
Modified By	Vicky Edwards

Commissioners Court - Regular Session**44.****Meeting Date:** 02/14/2023

SE Loop Resolution for Condemnation Segment 3

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn a Temporary Construction Easement required for the construction of the Southeast Loop. (Naivar/ Parcel 72TCE) Funding Source: Road Bonds P332

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 09:52 AM

Started On: 02/08/2023 03:29 PM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of a temporary construction easement interest in and across that certain tract of land (Parcel 72TCE) described in Exhibit "A" (the "Property") owned by **RAYMOND EUGENE NAIVAR and DIANE MIKULENCAK NAIVAR, TRUSTEES OF THE R and D TRUST DATED December 10, 2020** for the purpose of constructing, reconstructing, maintaining, and operating Corridor A-1 (Southeast Loop) roadway improvements, bisected pond fill, grading and drainage ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners to acquire the

Property voluntarily. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

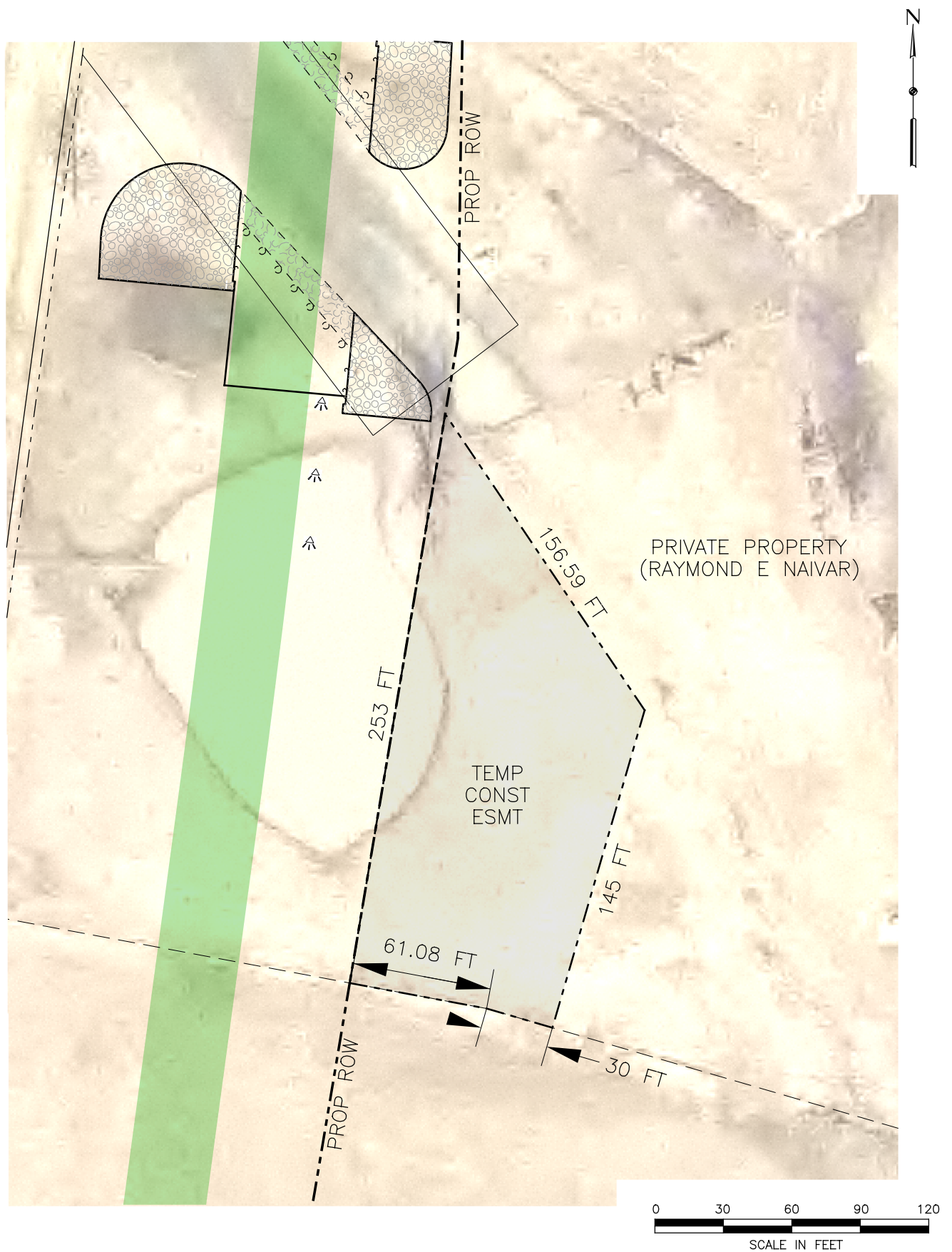
BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the Property described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____, 2023.

Bill Gravel, Jr.
Williamson County Judge



Commissioners Court - Regular Session**45.****Meeting Date:** 02/14/2023

CR 255 Purchase Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on a real estate contract with Chester and Duane Cotter for 0.154 acres of ROW needed on CR 255. (PARCEL 30) Funding Source: LRTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 09:56 AM

Started On: 02/08/2023 03:36 PM

REAL ESTATE CONTRACT

CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **CHESTER COTTER and DAUNE COTTER** (referred to in this Contract as "Seller", whether one or more) 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 0.154-acre (6,701 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas, being a portion of Lot 8, Block B, North Vista Ranch Phase 1, Final Plat, a subdivision of record in Document No. 20200657265 of the official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 30**);

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 and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of TWENTY-FOUR THOUSAND ONE HUNDRED TWENTY and 00/100 Dollars (\$24,120.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds 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

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

4.01. 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 knowledge:

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before March 15, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or

within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in 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".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller 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. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the

Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, 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 March 15, 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 roadway improvement construction project of Purchaser on the Property or other obligations of

this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:



Chester Cotter



Daune Cotter

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

Exhibit "A"



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361 Phone
Please add TBPLS Firm No. 10103800

**0.154 ACRE RIGHT-OF-WAY PARCEL NO. 30
CHESTER & DAUNE COTTER,
LOT 8, BLOCK B, NORTH VISTA RANCH PHASE I, FINAL PLAT
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.154 ACRES (APPROXIMATELY 6,701 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 8, BLOCK B, NORTH VISTA RANCH, PHASE 1, FINAL PLAT, A SUBDIVISION OF RECORD IN DOCUMENT NO. 20200657265 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CHESTER & DAUNE COTTER, IN A WARRANTY DEED DATED FEBRUARY 9, 2021, AND RECORDED IN DOCUMENT NO. 2021020214 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.154 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found in the existing east right-of-way line of County Road 255 (right-of-way width varies), for the southwest corner of Lot 9, Block B and the northwest corner of the herein described tract of land, also being the northwest corner of said Lot 8, Block B, from which a 1/2" iron rod with "Matkin-Hoover-Surveying & Eng" cap found in the existing east right-of-way line of County Road 255 at the southwest corner of Lot 10, Block B, bears North 20°38'22" West, a distance of 134.01 feet;

THENCE North 70°49'16" East, with the north line of said Lot 8 and the South line of Lot 9 a distance of 38.43 feet to the northeast corner of the herein described tract a set ½ inch iron rod with cap marked "Walker 5283" from which a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found at the northeast corner of said Lot 8 bears North 70°49'16" East a distance of 291.58 feet;

THENCE in a Southeasterly direction with a curve to the right an arc distance of 153.30 feet (having a radius of 6,568.00 feet, a delta angle of 01°20'14", a chord bearing of South 18°35'40" East, a chord distance of 153.30 feet) to a ½ inch iron rod with cap marked "Walker 5283" set at the end of the curve;

THENCE South 17°55'33" East a across said Lot 8 a distance of 31.45 feet to the Southeast corner of the herein described tract, a ½ inch iron rod with cap marked "Walker 5283" set in the South line of said Lot 8, Block B and the North line of Lot 7, Block 5 from which a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." found at the Southeast corner of Lot 8, Block B, the Northeast corner of Lot 7, Block B bears North 52°17'37" East a distance of 278.28 feet;

THENCE South 52°17'37" West with the South line of said Lot 8 and the North line of Lot 7 a distance of 32.98 feet to the southwest corner of the herein described tract the southwest corner of said Lot 8, the northwest corner of Lot 7 a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." Found in the East right-of-way line of said County Road 255 (variable width), from which a ½ inch iron rod with cap marked "Matkin-Hoover-Surveying & Eng." found at the southwest corner of Lot 7, Block B bears South 20°37'25" East a distance of 345.91 feet;

THENCE North 20°37'04" West with the West line of said Lot 8 and the East right of way line of said County Road 255 a distance of 195.27 feet to the **POINT OF BEGINNING**, containing 0.154 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments: Survey Drawing No. 075054-02-PARCEL 30.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

Charles G. Walker Date
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.154 ACRES (APPROXIMATELY 6,701 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 8, BLOCK B, FINAL PLAT OF NORTH VISTA RANCH, PHASE 1, SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2020065726 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO CHESTER AND DAUNE COTTER, IN A WARRANTY DEED DATED JULY 8, 2022- AND RECORDED IN DOCUMENT NO. 2021020214 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	N 70°49'16" E	38.43'
L2	S 17°55'33" E	31.45'
L3	S 52°17'37" W	32.98'
L4	N 20°37'04" W	195.27'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	6568.00'	153.30'	153.30	S 18°35'40" E	1°20'14"

LEGEND

- 1/2" IRON ROD WITH "WALKER 5283" CAP SET
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- _{M-H-S} 1/2" IRON ROD FOUND WITH CAP MARKED
"MATKIN-HOOVER-SURVEY&ENG"
- Δ CALCULATED POINT
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- X— FENCE LINE
- () RECORD INFORMATION

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: OCTOBER, 2022
DRAWING NO.: 0750504-02-PARCEL 30
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 3 OF 4



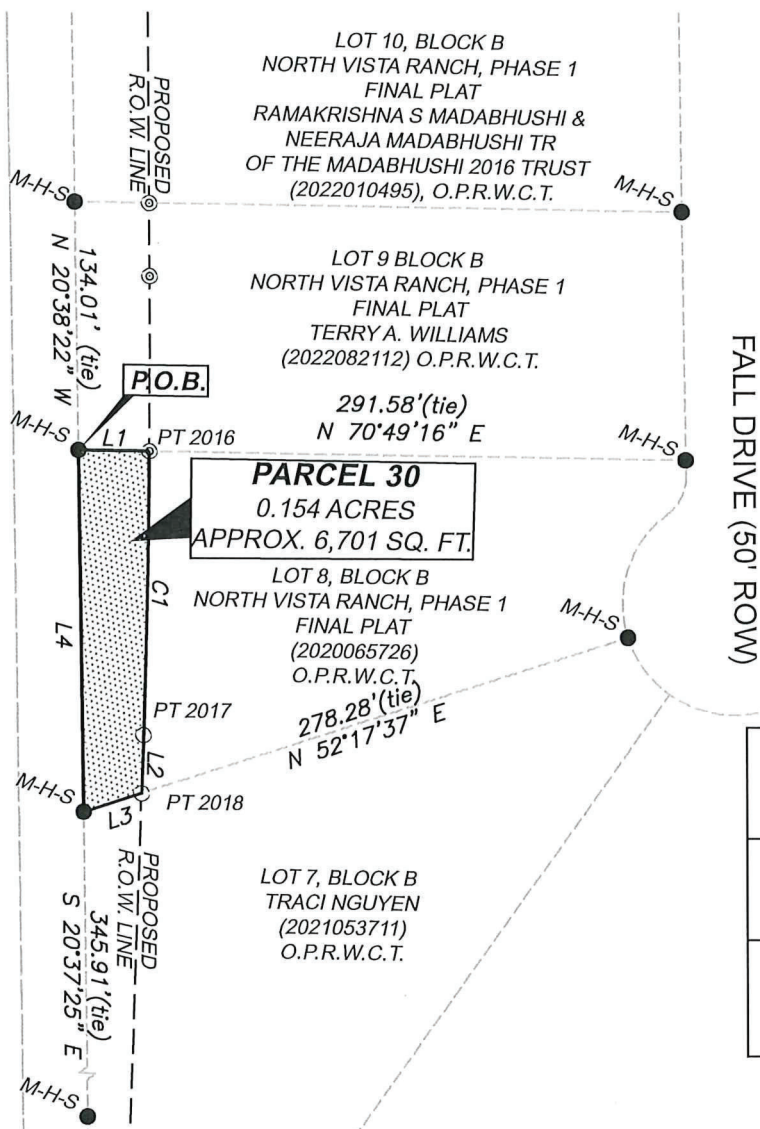
Louis Laves-Webb
Called 9.877 Acres
cument Number 2013069586
O.P.R.W.C.

David and Ellen Dyess
Lot 8, Block 1,
Powderhorn Subdivision
Cabinet "H", Slide 163
P.R.W.C.

**POWDER
HORN RD**

Robert Stark, Jr.
Lot 1, Block 1,
Powderhorn Subdivision
Cabinet H, Slide 163
P.R.W.C.

C.R. 255 (R.O.W. WIDTH VARIES)



PT 2016
N: 10,240,665.22
E: 3,077,199.52

PT 2017
N: 10,240,519.93
E: 3,077,248.40

PT 2018
N: 10,240,490.00
E: 3,077,258.08

LINE	BEARING	DISTANCE
L1	N 70°49'16" E	38.43'
L2	S 17°55'33" E	31.45'
L3	S 52°17'37" W	32.98'
L4	N 20°37'04" W	195.27'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	6568.00'	153.30'	153.30	S 18°35'40" E	1°20'14"

"PRELIMINARY, THIS
DOCUMENT SHALL NOT BE
RECORDED FOR ANY
PURPOSE AND SHALL NOT
BE USED OR VIEWED OR
RELIED UPON AS THE FINAL
SURVEY DOCUMENT."

DRAWING NO.: 075054-02--PARCEL 30
PAGE 4 OF 4



Exhibit "B"

Parcel 9

DEED
CR 255

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 **CHESTER COTTER AND DAUNE COTTER**, 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 0.154-acre (6,701 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas, being a portion of Lot 8, Block B, North Vista Ranch Phase 1, Final Plat, a subdivision of record in Document No. 20200657265 of the official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 30**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 255.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2023.

[signature page follows]

GRANTOR:

Chester Cotter

GRANTOR:

Daune Cotter

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2023
by Chester Cotter in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2023
by Daune Cotter in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.C.
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:

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

Commissioners Court - Regular Session**46.****Meeting Date:** 02/14/2023

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 and take appropriate action on a real estate contract with Amelia L. Valdez, Anita L. Martinez and Irene L. Torrez for 18.796 acres of ROW and 0.01 acres for a drainage easement needed on the Hero Way project.
(PARCEL 211) Funding Source: Road Bonds P326

Background

Fiscal Impact

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

Attachments

contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 09:58 AM

Started On: 02/08/2023 03:38 PM

REAL ESTATE CONTRACT

Hero Way Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between AMELIA VALDEZ, ANITA MARTINEZ, and IRENE TORREZ (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 18.796 acre tract of land out of the John T. Church Survey, Abstract No. 140, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 211); and

Drainage Easement interest in and across all of that certain 0.010 acre tract of land out of the John T. Church Survey, Abstract No. 140, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 211D);

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 THREE MILLION SEVEN HUNDRED FORTY-ONE THOUSAND NINE HUNDRED FOUR and 00/100 Dollars (\$3,741,904.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

Special Provisions

2.03. Appraisal Waiver. Seller understands and acknowledges that Seller has been informed of the entitlement to receive fair market value payment for the Property according to an offer based on an appraisal prepared on behalf of Purchaser, as set out in Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655) and is waiving those rights.

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. → EXHIBIT "E"
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before March 15, 2023, 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

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", and deliver to Purchaser a duly executed and acknowledged Drainage Easement document to Williamson County, Texas conveying such interest to all of the Property described in Exhibit "B", both 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. The Drainage Easement shall be in the form as shown in Exhibit "D" 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 Property Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement


8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after April 15, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing or preliminary investigation 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.

SELLER:

 Amelia L. Valdez
Amelia Valdez
L.

Date: 1-25-2023

Address: 407 Susana Drive
Georgetown, Tx 78628

 Anita L. Martinez
Anita Martinez
L.

Date: 1-25-2023

 Irene L. Torrez
Irene Torrez
L.

Date: 1-25-2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:

Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

County: Williamson
Parcel: 211
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 211

METES & BOUNDS DESCRIPTION FOR A 18.796 ACRE TRACT OF LAND OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 89.41 ACRE TRACT OF LAND AS CONVEYED TO AMELIA VALDEZ, ANITA MARTINEZ AND IRENE TORREZ BY PROBATE ORDERS RECORDED IN DOCUMENT NUMBERS 2012066513 AND 2012067088, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN VOLUME 457, PAGE 595 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 18.796 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 5/8-inch iron rod found on the curving south right-of-way line of FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Pages 78, 377 and 386, all of the Deed Records of Williamson County, Texas, at the northwest corner of said 89.41 acre Tract, and at the northeast corner of the remainder of a called 168.4 acre tract of land as conveyed to CSM-Mason Family, LP by Special Warranty Deed recorded in Document Number 2011086909 of the Official Public Records of Williamson County, Texas, for the beginning of a non-tangent curve to the left and the northwest corner and **POINT OF BEGINNING** of the herein described tract, from which a TXDOT Type I concrete monument found on the south right-of-way line of said FM 2243, bears along a curve to the right, an arc distance of 235.50 feet, having a radius of 1,949.86 feet, a central angle of 06°55'13" and a chord which bears S 85°06'39" W a distance of 235.36 feet;

THENCE, with the south right-of-way line of said FM 2243 and the north line of said 89.41 acre Tract, along said curve to the left, an arc distance of 412.62 feet, having a radius of 1,949.86 feet, a central angle of 12°07'29" and a chord which bears N 75°35'18" E a distance of 411.86 feet to a TXDOT Type I concrete monument found for an angle point;

THENCE, continuing with the south right-of-way line of said FM 2243 and the north line of said 89.41 acre Tract, N 69°34'18" E a distance of 229.34 feet to a TXDOT Type I concrete monument found for the beginning of a non-tangent curve to the right;

THENCE, continuing with the south right-of-way line of said FM 2243 and the north line of said 89.41 acre Tract, along said curve to the right, an arc distance of 388.65 feet, having a radius of 1,869.86 feet, a central angle of 11°54'33" and a chord which bears N 75°26'37" E a distance of 387.95 feet to a TXDOT Type I concrete monument found for an angle point;

THENCE, continuing with the south right-of-way line of said FM 2243 and the north line of said 89.41 acre Tract, N 81°25'00" E a distance of 494.54 feet to a TXDOT Type I concrete monument found for the beginning of a non-tangent curve to the right;

THENCE, continuing with the south right-of-way line of said FM 2243 and the north line of said 89.41 acre Tract, along said curve to the right, an arc distance of 576.13 feet, having a radius of 5,689.58 feet, a central angle of 05°48'06" and a chord which bears N 84°18'00" E a distance of 575.88 feet to a TXDOT Type I concrete monument found for an angle point;

THENCE, continuing with the south right-of-way line of said FM 2243 and the north line of said 89.41 acre Tract, N 87°13'01" E a distance of 673.68 feet to a 1/2-inch iron rod with cap stamped "RJ Surveying" found at the northeast corner of said 89.41 acre Tract, and at the northwest corner of the remainder of a called 40.80 acre (save and except 0.054 acre) tract of land described as Tract 1 as conveyed to HM 2243 Development, Inc. by Assumption Special Warranty Deed recorded in Document Number 2021190010 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a found TXDOT Type I concrete monument bears N 87°13'01" E a distance of 821.71 feet;

THENCE, departing the south right-of-way line of said FM 2243, with the east line of said 89.41 acre Tract and the west line of said HM 2243 Development Tract 1, S 20°57'36" E, pass a 1/2-inch iron rod with cap stamped "RJ Surveying" found at a distance of 29.01 feet, pass a 1/2-inch iron rod found at the southeast corner of a called 0.06 acre tower lease recorded in Document Number 2000014601 of the Official Public Records of Williamson County, Texas, at a distance of 76.98 feet, and continuing on with the east line of said 89.41 acre tract and partly with the west line of said HM 2243 Development Tract 1 and partly with the east line of a called 36.934 acre tract of land as conveyed to PHAU – PSP 62, LLC (1/2 interest) and Highland Homes-Austin, LLC (1/2 interest) by Special Warranty Deeds recorded in Document Numbers 2022023219 and 2022023293, both of the Official Public Records of Williamson County, Texas, for a total distance of 255.18 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,189,226.25, E: 3,099,138.17) set for the southeast corner of the herein described tract, 175.00 feet right of FM 2243 baseline station 282+55.83, from which a 1/2-inch iron rod found on the north line of a called 49.556 acre tract of land described as Tract 2 as conveyed to HM 2243 Development, Inc. by Assumption Special Warranty Deed recorded in Document Number 2021190010 of the Official Public Records of Williamson County, Texas, at the southeast corner of said 89.41 acre Tract, and at the most westerly southwest corner of said 36.934 acre Tract, bears S 20°57'36" E a distance of 838.14 feet;

THENCE, departing the west line of said 36.934 acre Tract, over and across said 89.41 acre Tract, S 87°12'42" W a distance of 338.95 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the point of curvature of a curve to the left, 175.00 feet right of FM 2243 baseline station 279+16.88;

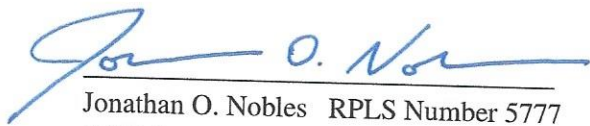
THENCE, continuing over and across said 89.41 acre Tract, along said curve to the left, an arc distance of 869.67 feet, having a radius of 4,825.00 feet, a central angle of $10^{\circ}19'38''$ and a chord which bears $S 82^{\circ}02'53'' W$ a distance of 868.49 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of tangency, 175.00 feet right of FM 2243 baseline station 270+15.67;

THENCE, continuing over and across said 89.41 acre Tract, $S 76^{\circ}53'04'' W$ a distance of 1,545.14 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the west line of said 89.41 acre Tract and the east line of said CSM-Mason Tract, for the southwest corner of the herein described tract, 175.00 feet right of FM 2243 baseline station 254+70.53, from which a 1/2-inch iron rod with cap stamped "RJ Surveying" found at the southwest corner of said 89.41 acre Tract, and at the northwest corner of said HM 2243 Development Tract 1, bears $S 21^{\circ}40'36'' E$ a distance of 1,347.02 feet;

THENCE, with the west line of said 89.41 acre Tract and the east line of said CSM-Mason Tract, $N 21^{\circ}40'36'' W$ a distance of 303.21 feet to the **POINT OF BEGINNING** and containing 18.796 acres (818,738 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.


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



01/09/2023

Date

Client: Williamson County
Date: January 9, 2023
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

330711
330711
A-35

CITY OF GEORGETOWN
CALLED 100.00 ACRES
DOC. NO. 2016105284 O.P.R.W.C.

EXISTING R.O.W.

APPROX. SURVEY LINE
FM 2243
80' R.O.W.
VOL. 409, PGS. 78,
377 & 386 D.R.W.C.

N 70°51'30" E 229.06'
N 71°14' E 229.11'
N 69°34'18" E 229.34' U.C.M. SURELL

EXISTING R.O.W.

C3. EXISTING R.O.W.

330711
330711
A-140

P.O.B.
5/8"

CSM-MASON FAMILY, LP
REMAINDER OF A
CALLED 168.4 ACRES
(TRACT ONE)
DOC. NO. 2011086909
O.P.R.W.C.

255+00

GRAVEL DRIVE
GATE
H.W.F.

260+00

PROPOSED F.M. 2243 BASELINE

PARCEL 211 18.796 ACRES
818,738 SQUARE FEET

A PORTION OF A CALLED 89.41 ACRES
AMELIA VALDEZ, ANITA MARTINEZ & IRENE TORREZ
DOC. NOS. 2012066513 & 2012067088 O.P.R.W.C.
AS DESCRIBED IN VOL. 457, PG. 595 D.R.W.C.

MILTON HICKS
SURVEY, A-237

PROPOSED
R.O.W.

S 76°53'04" W 1,545.14'

PROPOSED R.O.W.

STA 254+70.53
175.00' RT
WATER TROUGH
METAL BARN DEBRIS

WOOD BARN DEBRIS

DIRT DRIVE

GATE

W.W. POSSIBLE
TANK

WOOD SHED

GAS TANK

W.W. POSSIBLE
TANK

WOOD SHED

GAS TANK

W.W. POSSIBLE
TANK

WOOD SHED

GAS TANK

W.W. POSSIBLE
TANK

WOOD SHED

GAS TANK

W.W. POSSIBLE
TANK

WOOD SHED

GAS TANK

W.W. POSSIBLE
TANK

WOOD SHED

W.W. POSSIBLE
TANK

WOOD SHED

GAS TANK

W.W. POSSIBLE
TANK

WOOD SHED

GAS TANK

W.W. POSSIBLE
TANK

WOOD SHED

GAS TANK

W.W. POSSIBLE
TANK

WOOD SHED

GAS TANK

W.W. POSSIBLE
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WOOD SHED

GAS TANK

W.W. POSSIBLE
TANK

WOOD SHED

GAS TANK

W.W. POSSIBLE
TANK

WOOD SHED

GAS TANK

W.W. POSSIBLE
TANK

WOOD SHED

GAS TANK

W.W. POSSIBLE
TANK

WOOD SHED

GAS TANK

W.W. POSSIBLE
TANK

WOOD SHED

GAS TANK

AMELIA VALDEZ, ANITA MARTINEZ & IRENE TORREZ
CALLED 89.41 ACRES
DOC. NOS. 2012066513 & 2012067088 O.P.R.W.C.
AS DESCRIBED IN VOL. 457, PG. 595 D.R.W.C.



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TBP LLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 211

18.796 ACRES
FM 2243

WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	01/09/2023	4 of 8

MATCHLINE PAGE 4 OF 7

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

5/8" EXISTING R.O.W.

C3

EXISTING R.O.W.

N 81°25'00" E 494.54'

24" CMP

FM 2243
80' R.O.W.
VOL. 409, PGS. 78,
377 & 386 D.R.W.C.

EXISTING R.O.W.

JOHN T. GUNTER
SURVEY, A-140

PARCEL 211 18.796 ACRES
818,738 SQUARE FEET

A PORTION OF A CALLED 89.41 ACRES
AMELIA VALDEZ, ANITA MARTINEZ & IRENE TORREZ
DOC. NOS. 2012066513 & 2012067088 O.P.R.W.C.
AS DESCRIBED IN VOL. 457, PG. 595 D.R.W.C.

PROPOSED R.O.W. S 76°53'04" W 1,545.14'

PROPOSED DRAINAGE EASEMENT

PROPOSED F.M. 2243 BASELINE

270+00

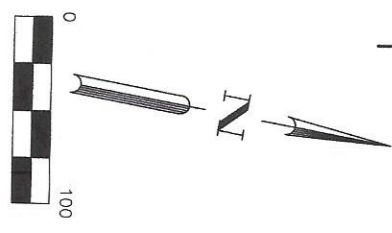
PC: 270+15.65

STA 270+15.67
175.00' RT

PROPOSED R.O.W.

GATE J

TEL. C4



AMELIA VALDEZ, ANITA MARTINEZ & IRENE TORREZ
CALLED 89.41 ACRES
DOC. NOS. 2012066513 & 2012067088 O.P.R.W.C.
AS DESCRIBED IN VOL. 457, PG. 595 D.R.W.C.

MATCHLINE PAGE 6 OF 7



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PARCEL PLAT
SHOWING PARCEL 211
18.796 ACRES
FM 2243

WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	01/09/2023	5 of 8

MATCHLINE PAGE 5 OF 7

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PLANNED UNIT DEVELOPMENT OF
ESCALERA RANCH SECTION FIVE
CAB. CC, SLIDES 144-151 P.R.W.C.

EXISTING R.O.W.

FM 2243
80' R.O.W.
VOL. 409, PGS. 78,
377 & 386 D.R.W.C.

TEL. POLE W/C.R.S.

[N 88°56' E 675']
[N 87°13'01" E 673.68']

[N 88°33'30" E 2,854.60']

EXISTING R.O.W.

PROPOSED F.M. 2243 BASELINE

275+00

280+00

PARCEL 211 18.796 ACRES
818,738 SQUARE FEET

A PORTION OF A CALLED 89.41 ACRES
AMELIA VALDEZ, ANITA MARTINEZ & IRENE TORREZ
DOC. NOS. 2012066513 & 2012067088 O.P.R.W.C.
AS DESCRIBED IN VOL. 457, PG. 595 D.R.W.C.

PT: 279+16.88

[10.2]
0.03 ACRE UTILITY & ACCESS ESMT.
DOC. NO. 2000014601 O.P.R.W.C.

[10.5]
0.06 ACRE TOWER LEASE
DOC. NO. 2000014601 O.P.R.W.C.

HM 2243 DEVELOPMENT, INC.
REMAINDER OF A
CALLED 40.80 ACRES
SAVE AND EXCEPT 0.054 ACRE
(TRACT 1)
DOC. NO. 2021190010 O.P.R.W.C.

GRID COORDINATES
N: 10,189,126.25
E: 3,099,138.17

STA 279+16.88
175.00' RT

AMELIA VALDEZ, ANITA MARTINEZ & IRENE TORREZ
CALLED 89.41 ACRES
DOC. NOS. 2012066513 & 2012067088 O.P.R.W.C.
AS DESCRIBED IN VOL. 457, PG. 595 D.R.W.C.

PHAU - PSP 62, LLC (1/2 INTEREST)
HIGHLAND HOMES - AUSTIN, LLC (1/2 INTEREST)
CALLED 36.934 ACRES
DOC. NOS. 2022023219 & 2022023293 O.P.R.W.C.

HM 2243 DEVELOPMENT, INC.
CALLED 49.556 ACRES
(TRACT 2)
DOC. NO. 2021190010 O.P.R.W.C.

S 87°12'42" W 338.95' PROPOSED R.O.W.

S 18°56'30" E 1,094.03'
[S 19° E 1,094']



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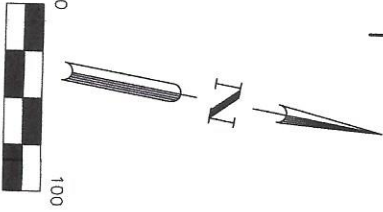
PARCEL PLAT
SHOWING PARCEL 211

18.796 ACRES

FM 2243

WILLIAMSON COUNTY, TEXAS

Scale: 1"=100' Job No.: 7473-00 Date: 01/09/2023 Page: 6 of 8



LEGEND

B.O.	BUILDING OVERHANG
B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
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.M.	ELECTRIC METER
F.P.	FENCE POST
M.H.	MANHOLE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
R.P.	REFLECTOR POST
R.W.	RETAINING WALL
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.W.	WATER WELL
()	RECORD INFO FOR DOC. NO. 2011086909 O.P.R.W.C.
[]	RECORD INFO FOR DOC. VOL. 457, PG. 595 D.R.W.C.
{ }	RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP
< >	DATED MAY 1955 & VOL. 409, PG. 386 D.R.W.C.
●	RECORD INFO FOR DOC. NO. 2021190010 O.P.R.W.C.
○	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
● "RJ"	FOUND 1/2" IRON ROD W/CAP "RJ SURVEYING"
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
▲	FOUND TXDOT TYPE I CONCRETE R.O.W. MONUMENT
■	CALCULATED POINT
△	FOUND 60D NAIL
×	WIRE FENCE
—○—	CHAIN LINK FENCE
—○—	OVERHEAD TELEPHONE
—○—	OVERHEAD POWER
—	EDGE OF ASPHALT
///	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 87°13'01" E	821.71'
L2	S 20°57'36" E	838.14'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	235.50'	1,949.86'	6°55'13"	S 85°06'39" W	235.36'
C2	412.62'	1,949.86'	12°07'29"	N 75°35'18" E	411.86'
C3	388.65'	1,869.86'	11°54'33"	N 75°26'37" E	387.95'
C4	576.13'	5,689.58'	5°48'06"	N 84°18'00" E	575.88'
C5	869.67'	4,825.00'	10°19'38"	S 82°02'53" W	868.49'
C6	648.13'	1,949.86'	19°02'42"	S 79°02'55" W	645.15'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
{C3}		{1,869.90'}	{11°54'}		
{C4}		{5,689.67'}	{5°48'}		
{C6}		{1,949.86'}	{19°03'30"}		



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PARCEL PLAT
SHOWING PARCEL 211
FM 2243

WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'
Job No.: 7473-00
Date: 01/09/2023
Page: 7 of 8

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-164919, DATED EFFECTIVE SEPTEMBER 23, 2022 AND ISSUED ON OCTOBER 3, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10.2 AN ACCESS AND UTILITIES EASEMENT GRANTED TO ACC/MCCAW CELLULAR OF FRESNO, A WASHINGTON JOINT VENTURE DBA AUSTIN CELLULAR TELEPHONE COMPANY DBA CELLULAR ONE AS DESCRIBED IN DOCUMENT NO. 2000014601 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 AN ACCESS AND ELECTRICAL EASEMENT GRANTED TO WILLAMSON COUNTY, TEXAS AS DESCRIBED IN VOLUME 856, PAGE 612 OF THE DEED RECORDS OF WILLAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.4 RIGHT OF FIRST REFUSAL AND/OR OPTION TO PURCHASE IN FAVOR OF ACC/MCCAW CELLULAR OF FRESNO, A WASHINGTON JOINT VENTURE DBA AUSTIN CELLULAR TELEPHONE COMPANY DBA CELLULAR ONE AS SET OUT IN DOCUMENT NO. 2000014601 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.
- 10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN LEASE AGREEMENT REFERENCED BY MEMORANDUM OF RECORD IN DOCUMENT NO. 2000014601 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.6 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN FINAL LEASE AGREEMENT OF RECORD IN VOLUME 856, PAGE 612 OF THE DEED RECORDS OF WILLAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017015620 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

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.



01/09/2023

JONATHAN O. NOBLES RPLS NO. 5777
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AUSTIN, TEXAS 78728
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TBPLS Licensed Surveying Firm No. 10106502

PARCEL PLAT
SHOWING PARCEL 211
18.796 ACRES
FM 2243

WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	01/09/2023	8 of 8

County: Williamson
Parcel: 211D
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 211D

METES & BOUNDS DESCRIPTION FOR A 0.010 ACRE TRACT OF LAND OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 89.41 ACRE TRACT OF LAND AS CONVEYED TO AMELIA VALDEZ, ANITA MARTINEZ AND IRENE TORREZ BY PROBATE ORDERS RECORDED IN DOCUMENT NUMBERS 2012066513 AND 2012067088, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN VOLUME 457, PAGE 595 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.010 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 5/8-inch iron rod found on the curving south right-of-way line of FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Pages 78, 377 and 386, all of the Deed Records of Williamson County, Texas, at the northwest corner of said 89.41 acre Tract, and at the northeast corner of the remainder of a called 168.4 acre tract of land as conveyed to CSM-Mason Family, LP by Special Warranty Deed recorded in Document Number 2011086909 of the Official Public Records of Williamson County, Texas, from which a TXDOT Type I concrete monument found on the south right-of-way line of said FM 2243, bears along a curve to the right, an arc distance of 235.50 feet, having a radius of 1,949.86 feet, a central angle of $06^{\circ}55'13''$ and a chord which bears $S 85^{\circ}06'39'' W$ a distance of 235.36 feet; Thence, with the west line of said 89.41 acre Tract and the east line of said CSM-Mason Tract, $S 21^{\circ}40'36'' E$ a distance of 303.21 feet to a set 1/2-inch iron rod with cap stamped "WILCO ROW 5777", from which a 1/2-inch iron rod with cap stamped "RJ Surveying" found at the southwest corner of said 89.41 acre Tract, bears $S 21^{\circ}40'36'' E$ a distance of 1,347.02 feet; Thence, departing the east line of said CSM-Mason Tract, over and across said 89.41 acre Tract, $N 76^{\circ}53'04'' E$ a distance of 1,407.52 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,189,058.40, E: 3,097,805.61) for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 175.00 feet right of FM 2243 baseline station 268+78.05;

THENCE, continuing over and across said 89.41 acre Tract, $N 76^{\circ}53'04'' E$ a distance of 30.01 feet to a calculated point for the northeast corner of the herein described tract, 175.00 feet right of FM 2243 baseline station 269+08.06;

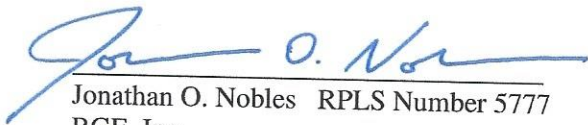
THENCE, continuing over and across said 89.41 acre Tract, $S 14^{\circ}50'27'' E$ a distance of 15.01 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, continuing over and across said 89.41 acre Tract, $S 76^{\circ}53'04'' W$ a distance of 30.01 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, continuing over and across said 89.41 acre Tract, N 14°50'27" W a distance of 15.01 feet to the **POINT OF BEGINNING** and containing 0.010 acre (450 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.



Jonathan O. Nobles RPLS Number 5777
BGE, Inc.

101 West Louis Henna Blvd., Suite 400
Austin, TX 78728

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TBPELS Licensed Surveying Firm Number 10106502



01/09/2023

Date

Client: Williamson County
Date: September 23, 2022
Revised: January 9, 2023
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

AMelia Valdez Survey, A-233

CITY OF GEORGETOWN
CALLED 100.00 ACRES
DOC. NO. 2016105284 O.P.R.W.C.

EXISTING R.O.W.

FM 2243

APPROX. SURVEY LINE

80' R.O.W.
VOL. 409, PGS. 78,
377 & 386 D.R.W.C.

AMELIA VALDEZ, ANITA MARTINEZ & IRENE TORREZ
CALLED 89.41 ACRES
DOC. NOS. 201206513 & 2012067088 O.P.R.W.C.
AS DESCRIBED IN VOL. 457, PG. 595 D.R.W.C.

AMELIA VALDEZ, ANITA MARTINEZ & IRENE TORREZ
CALLED 89.41 ACRES
DOC. NOS. 201206513 & 2012067088 O.P.R.W.C.
AS DESCRIBED IN VOL. 457, PG. 595 D.R.W.C.

CSM-MASON FAMILY, LP
REMAINDER OF A
CALLED 188.4 ACRES
(TRACT ONE)
DOC. NO. 2011086909
O.P.R.W.C.

255+00

260+00

PROPOSED F.M. 2243 BASELINE

MILTON HICKS SURVEY, A-237

PROPOSED R.O.W.

[S 21°40'36" E 303.21']
[S 20° E 1,650']
[S 21°40'36" E 1,347.02']
APPROX. SURVEY LINE
P.P.
DILAPIDATED WOOD BLDG.
DILAPIDATED WOOD BLDG.
10.3
20' ACCESS ESMT.
VOL. 856, PG. 612 D.R.W.C.
P.P. W/ GUY & TRANS.
GAS TANK
WOOD SHED
P.W. POSSIBLE TANK
GRAVEL DRIVE
DIRT DRIVE
GATE
H.W.F.
TEL. POLE U.C.M. SWEBEL
TEL. POLE
TEL. PED. ATT.
C2
C3
C1
EXISTING R.O.W.
APPROX. SURVEY LINE
P.O.R.
5/8"

N 76°53'04" E 1,407.52'

PROPOSED R.O.W.

AMELIA VALDEZ, ANITA MARTINEZ & IRENE TORREZ
CALLED 89.41 ACRES
DOC. NOS. 201206513 & 2012067088 O.P.R.W.C.
AS DESCRIBED IN VOL. 457, PG. 595 D.R.W.C.



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

PARCEL PLAT SHOWING
EASEMENT PARCEL 211D
0.010 ACRE
FM 2243

WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/23/2022	3 of 6

MATCHLINE PAGE 3 OF 5

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

5/8" EXISTING R.O.W.

EXISTING R.O.W.

Survey, A-130

AMELIA VALDEZ, ANITA MARTINEZ & IRENE TORREZ
CALLED 89.41 ACRES
DOC. NOS. 2012066513 & 2012067088 O.P.R.W.C.
AS DESCRIBED IN VOL. 457, PG. 595 D.R.W.C.

EASEMENT PARCEL 211D
0.010 ACRE
450 SQUARE FEET

A PORTION OF A CALLED 89.41 ACRES (TRACT 1)
AMELIA VALDEZ, ANITA MARTINEZ & IRENE TORREZ
DOC. NOS. 2012066513 & 2012067088 O.P.R.W.C.
AS DESCRIBED IN VOL. 457, PG. 595 D.R.W.C.

P.O.B.
STA 268+78.05
175.00' RT
GRID COORDINATES
N: 10,189,058.40
E: 3,097,805.61

STA 269+08.06
175.00' RT

PC: 270+15.65

270+00

PROPOSED F.M. 2243 BASELINE

FM 2243
80' R.O.W.
VOL. 409, PGS. 78,
377 & 386 D.R.W.C.

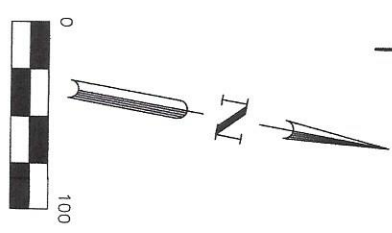
EXISTING R.O.W.

TEL. POLE

GATE

PROPOSED R.O.W. N 76°53'04" E 1,407.52'

PROPOSED R.O.W.



AMELIA VALDEZ, ANITA MARTINEZ & IRENE TORREZ
CALLED 89.41 ACRES
DOC. NOS. 2012066513 & 2012067088 O.P.R.W.C.
AS DESCRIBED IN VOL. 457, PG. 595 D.R.W.C.

REVISED 1/9/2023: ADDED TITLE COMMITMENT INFO.

BGE
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PARCEL PLAT SHOWING
EASEMENT PARCEL 211D
0.010 ACRE
FM 2243

WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/23/2022	4 of 6

LEGEND

B.O.	BUILDING OVERHANG
B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
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.M.	ELECTRIC METER
F.P.	FENCE POST
M.H.	MANHOLE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
R.P.	REFLECTOR POST
R.W.	RETAINING WALL
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.W.	WATER WELL
()	RECORD INFO FOR DOC. NO. 2011086909 O.P.R.W.C.
[]	RECORD INFO FOR DOC. VOL. 457, PG. 595 D.R.W.C.
{ }	RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 386 D.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	FOUND 1/2" IRON ROD W/CAP "RJ SURVEYING"
● "RJ"	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	FOUND TXDOT TYPE I CONCRETE R.O.W. MONUMENT
■	CALCULATED POINT
▲	FOUND 60D NAIL
×	WIRE FENCE
○	CHAIN LINK FENCE
—DH1—	OVERHEAD TELEPHONE
—DH2—	OVERHEAD POWER
///	EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 76°53'04" E	30.01'
L2	S 14°50'27" E	15.01'
L3	S 76°53'04" W	30.01'
L4	N 14°50'27" W	15.01'

CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
C1	235.50'	1,949.86'	6°55'13"	S 85°06'39" W
C2	648.13'	1,949.86'	19°02'42"	S 79°02'55" W
C3	412.62'	1,949.86'	12°07'29"	S 75°35'18" W

RECORD CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
{C2}		{1,949.86'}	{19°03'30"}	

REVISED 1/9/2023; ADDED TITLE COMMITMENT INFO.



BGE, Inc.
101 West Louis Hema 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
EASEMENT PARCEL 211D

0.010 ACRE

FM 2243

WILLIAMSON COUNTY, TEXAS

Scale: 1"=100' Job No.: 7473-00 Date: 09/23/2022 Page: 5 of 6

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-164919, DATED EFFECTIVE SEPTEMBER 23, 2022 AND ISSUED ON OCTOBER 3, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10.2 AN ACCESS AND UTILITIES EASEMENT GRANTED TO ACC/MCCAW CELLULAR OF FRESNO, A WASHINGTON JOINT VENTURE DBA AUSTIN CELLULAR TELEPHONE COMPANY DBA CELLULAR ONE AS DESCRIBED IN DOCUMENT NO. 2000014601 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.3 AN ACCESS AND ELECTRICAL EASEMENT GRANTED TO WILLIAMSON COUNTY, TEXAS AS DESCRIBED IN VOLUME 856, PAGE 612 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.4 RIGHT OF FIRST REFUSAL AND/OR OPTION TO PURCHASE IN FAVOR OF ACC/MCCAW CELLULAR OF FRESNO, A WASHINGTON JOINT VENTURE DBA AUSTIN CELLULAR TELEPHONE COMPANY DBA CELLULAR ONE AS SET OUT IN DOCUMENT NO. 2000014601 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN LEASE AGREEMENT REFERENCED BY MEMORANDUM OF RECORD IN DOCUMENT NO. 2000014601 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.6 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN FINAL LEASE AGREEMENT OF RECORD IN VOLUME 856, PAGE 612 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.
- 10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017015620 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

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.



[Signature] 01/09/2023
JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 1/9/2023: ADDED TITLE COMMITMENT INFO.

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

PARCEL PLAT SHOWING
EASEMENT PARCEL 211D
0.010 ACRE
FM 2243

WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 09/23/2022	Page: 6 of 6
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EXHIBIT "C"

Parcel 211

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 ^{L.}AMELIA VALDEZ, ^{L.}ANITA MARTINEZ, and ^{L.}IRENE TORREZ, 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 18.796 acre tract of land out of the John T. Church Survey, Abstract No. 140, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 211)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas 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 _____, 2023.

[signature pages follow]

GRANTOR:

Amelia Valdez
L

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____,
2023 by Amelia Valdez, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Anita Martinez
L.

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Anita Martinez, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Irene Torrez
L,

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Irene Torrez, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "D"

DRAINAGE EASEMENT

Hero Way

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL BY THESE PRESENTS:

That **AMELIA VALDEZ, ANITA MARTINEZ, and IRENE TORREZ**, their successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY, TEXAS**, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

All of that certain 0.010 acre tract of land out of the John T. Church Survey, Abstract No. 140, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 211D**);

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any 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. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the ____ day of _____, 2023.

[signature page follows]

GRANTOR:

Amelia Valdez
L'

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Amelia Valdez, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Anita Martinez

L.

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Anita Martinez, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Irene Torrez
L'

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

§
§
§

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Irene Torrez, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "E"

BUN: 843811

THIS DOCUMENT IS THE PROPERTY OF:

ACC/McCaw Cellular of Fresno a Washington Joint Venture
dba Austin Cellular Telephone Company, dba Cellular One
1120 Loop 360, South
Building 1, Suite 100
Austin, Texas 78746
Attn: Gordon Pate

STATE: Texas
CITY: Georgetown
COUNTY: Williamson
CELL ID: 2243 Radio Tower

OPTION AND SITE LEASE AGREEMENT

THIS OPTION AND SITE LEASE AGREEMENT (this "Lease") is entered into this 6th day of November, 1995, between **Romulo Lozano Jr. and his wife, Apolonia Lozano**, ("Landlord") and **ACC/McCaw Cellular of Fresno a Washington Joint Venture dba Austin Cellular Telephone Company, dba Cellular One**, ("Tenant").

For the sum of Four Hundred Dollars (\$400.00) (the "Option Fee"), to be paid to Landlord by Tenant upon execution of this Lease by both parties and other good and valuable consideration, the parties agree as follows:

1. **Premises.** Subject to the following terms and conditions, Landlord leases to Tenant use of a portion of the real property (the "Property") described in the attached Exhibit A. Tenant's use of the Property shall be limited to that portion of the Property, together with easements for access and utilities described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises").

The Premises, located at 6521 FM 2243, Georgetown, Williamson County, Texas 78628, shall comprise at least 2,500 square feet.

2. **Permitted Use.** The Premises may be used by Tenant only for permitted uses, which are the transmission and reception of cellular telephone and radio communication signals and for the construction, maintenance, repair or replacement of related facilities, towers, antennas, equipment or buildings and related activities. Tenant shall obtain, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") and may (prior to or after the Commencement Date) obtain a title report, perform surveys, soils tests, and other engineering procedures or environmental investigations on, under and over the Property necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations and Governmental Approvals. Landlord agrees to reasonably cooperate with Tenant (at no cost to Landlord), where required, to perform such procedures or obtain Governmental Approvals. Landlord agrees that Tenant shall have the right to immediately terminate this Lease without any penalty or liability, if Tenant notifies Landlord of unacceptable results of any title report or of the survey or soils tests. Landlord also agrees that if, based on the result of any environmental investigation or inquiry, Tenant determines that the condition of the Property is unsatisfactory or if Tenant believes that leasing or continued leasing of the Premises would expose Tenant to undue risks

of government action or intervention or third-party liability, Tenant may, without any penalty or liability, immediately terminate this Site Lease Agreement.

3. Term.

(a.) The Option Shall be for an initial term of twelve (12) months (the "Initial Option Period") and may be extended for an additional twelve (12) months upon notification to Landlord by Tenant and upon payment of additional consideration in the sum of Four Hundred Dollars (\$400.00) ("Additional Option Fee") prior to the end of the Initial Option Period.

(b.) In the event that Tenant exercises the Option, the term of this lease shall be five years, commencing upon written notification by Tenant to Landlord of Tenant's receipt of all Governmental Approvals (the "Commencement Date") which shall in any event be prior to the expiration of the Initial Option Period or any extension thereof, and terminating at Midnight of the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred.

4. Rent.

(a.) Upon the Commencement Date, Tenant shall pay Landlord as rent, the sum of Four Hundred Dollars (\$400.00) per month ("Rent"). Rent shall be payable on the first day of each month, in advance, to Romulo Lozano Jr. and his wife, Apolonia Lozano, at Landlord's address specified in paragraph 16 below.

(b.) If this Lease is terminated at a time other than on the last day of a month for any reason other than a default by Tenant, Rent shall be prorated as of the date of termination and all prepaid Rents shall be refunded to Tenant.

(c.) The Option Fee and the Additional Option Fee shall be credited to Tenant's account as Rent due hereunder, and Tenant may apply the credit to Rent due upon the Commencement Date and each month thereafter until the credit is fully drawn, whereupon Tenant shall commence payment of Rent as stated above.

5. Renewal. Tenant shall have the right to extend this Lease for five additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein except that Rent shall increase after each term to an amount equal to one hundred and twenty percent (120%) of the Rent for the immediately preceding five-year term. The monthly Rent for each renewal term shall be:

First renewal term	\$480.00 per month
Second renewal term	\$576.00 per month
Third renewal term	\$691.00 per month
Fourth renewal term	\$829.00 per month
Fifth renewal term	\$995.00 per month

This Lease shall automatically renew for each successive Renewal Term unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the term or any Renewal Term.

If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. **Interference**. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or tenants or licensees of Landlord, with rights to the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, any portion of Landlord's properties in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice.

7. **Improvements**.

(a.) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities, including without limitation an antenna tower and base, and any number of radio transmitting and receiving antennas, an auxiliary power generator and an electronic equipment shelter (collectively the "Antenna Facilities"). Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant throughout the term of this Lease, and Tenant shall have the right and obligation to remove the Antenna Facilities following any termination of this Lease and to restore the site as reasonably as possible to its condition prior to this Lease. Such restoration shall include removal of all facilities, personal property and improvements to grade two feet below ground surface.

(b.) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, the construction of a fence. Tenant shall, at Tenant's expense, keep and maintain the Premises and all buildings and improvements now or hereafter located thereon in commercially reasonable condition and repair during the term of this Lease.

8. **Utilities**. Tenant shall pay any additional utilities charges due to Tenant's use. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Landlord

hereby grants an easement to permanently place any utilities on, or to bring utilities across, the Property in order to service the Premises and the Antenna Facilities.

9. **Access.** As partial consideration for rent paid under this Lease, Landlord hereby grants Tenant an easement (the "Easement") for ingress, egress, and access (including access as described in paragraph 1) to the Premises adequate to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operation. Any Easement provided hereunder shall have the same term as this Lease. Tenant shall have 24-hour-a-day, 7-day-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.

10. **Default.** Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Lease:

(a.) if Tenant fails to pay amounts due under this Lease within twenty (20) days of its receipt of written notice that such payments are overdue;

(b.) if either party fails to observe or perform its obligations under this Lease and does not cure such failure within thirty (30) days from its receipt of written notice of breach; or such longer period as may be required to diligently complete a cure commenced within the 30-day period.

11. **Termination.** Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability, as follows:

(a.) upon twenty (20) days' written notice in the event of a Default (as defined above);

(b.) upon thirty (30) days' written notice by either party if the other party defaults and fails to cure such default within that 30-day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period;

(c.) upon ninety (90) days' written notice by Tenant, if it is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Tenant's business;

(d.) upon ninety (90) days' written notice by Tenant if the Premises are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(e.) immediately upon written notice if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of

the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction;

(f.) at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

12. **Taxes.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. However, Tenant shall pay, as additional Rent, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., roll-back taxes) which is directly attributable to Tenant's use of the Premises, and Landlord agrees to furnish proof of such increase to Tenant.

13. **Insurance and Subrogation.**

(a.) Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$500,000.00 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b.) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

14. **Hold Harmless.** Tenant agrees to hold Landlord harmless from any and all claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors.

15. **Right of First Refusal.** During the term of this Lease, as extended, Landlord shall, prior to selling the Premises or any portion thereof, notify Tenant in writing of the sale price and terms offered by a third party, together with a copy of the third-party offer. Tenant shall have the right of first refusal to purchase the Premises or the portion to be sold, on the same terms and conditions (or cash-equivalent terms, if a property exchange is proposed) by giving Landlord notice of its intention to purchase the same within 30 days of receipt of Landlord's notice. If Tenant gives no such notice

of intention to purchase the Premises, Landlord may sell the Premises to the third party on the stated terms and price, as long as such sale closes within six (6) months of the date of the third party's offer.

16. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Landlord, to:

Romulo Lozano Jr. and Apolonia Lozano
Route 4, Box 59
Georgetown, Texas 78626
(512) 259-1555
SS# ID# 461-22-3553

If to Tenant, to:

ACC/McCaw Cellular of Fresno
c/o Cellular One
1120 Loop 360 - South
Building 1, Suite 100
Austin, Texas 78746
Attn: Property Manager
(512) 750-7700

with copy to:

McCaw Cellular Communications, Inc.
Southwest Regional Legal Office
5757 Alpha Road, Suite 1000
Dallas, Texas 75240
Attn: Elizabeth L. Wallin

17. Title and Quiet Enjoyment.

(a.) Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's rights to or use of the Premises; (iii) the Premises constitute a legal lot that may be leased without the need for any subdivision or platting approval and (iv) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

(b.) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Tenant, such title report shows any defects of title or any liens or encumbrances which may adversely affect

Tenant's use of the Premises or Tenant's ability to obtain leasehold financing, Tenant shall have the right to cancel this Lease immediately upon written notice to Landlord.

(c.) Tenant shall also have the right to have the Premises surveyed, and, in the event that any defects are shown by the survey which, in the opinion of Tenant, may adversely affect Tenant's use of the Premises or Tenant's ability to obtain leasehold financing, Tenant shall have the right to cancel this Lease immediately upon written notice to Landlord.

18. Environmental Laws. Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit C). Landlord represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous Substance (as defined in attached Exhibit C) as of the date of this Lease.

Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, not caused solely by Tenant, that have occurred or which may occur on the Property.

Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Tenant's activities on the Property.

Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Tenant may suffer due to the existence or discovery of any Hazardous Substance on the property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Landlord's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.

The indemnifications in this section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

19. Assignment and Subleasing. Provided Landlord's rights and interests are not adversely affected, Tenant may assign this Lease to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations

hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublet this Lease, upon notice to Landlord, only if such sublease is subject to the provisions of the Lease. All other assignments of this Lease must be approved by Landlord, which approval will not be unreasonably withheld.

Additionally, Tenant may upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as tenant except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice.

20. Successors and Assigns. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

21. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not same is deemed real or personal property under applicable laws, and Landlord gives Tenant the right to remove all or any portion of same from time to time in Tenant's sole discretion and without Landlord's consent.

22. Miscellaneous.

(a.) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b.) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c.) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d.) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(e.) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of the Lease, by either party.

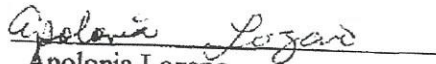
(f.) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(g.) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

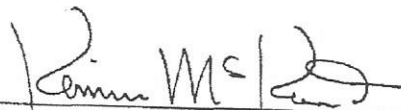
The Execution Date of this Lease is the 5 day of March, 1995.

LANDLORD: Romulo Lozano Jr. and Apolonia Lozano


Romulo Lozano Jr.


Apolonia Lozano

TENANT: ACC/McCaw Cellular of Fresno a Washington Joint Venture dba Austin Cellular Telephone Company, dba Cellular One


BY: Kevin McKeand, Business Manager

STATE OF TEXAS

COUNTY OF WILLIAMSON

§
§
§

On this 20 day of October, 1995, before me personally appeared **Romulo Lozano Jr. and his wife, Apolonia Lozano**, known to me to be the individuals described herein, who executed the within and foregoing instrument, and acknowledged that they signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Paula Almazan
NOTARY PUBLIC in and for the
State of TEXAS
My commission expires 2-6-98



STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

On this 6th day of November, 1995, before me personally appeared **Kevin McKeand**, known to me to be the **Business Manager of ACC/McCaw Cellular of Fresno a Washington Joint Venture dba Austin Cellular Telephone Company, dba Cellular One**, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Gordon Pate Jr.
NOTARY PUBLIC in and for the
State of TX
My commission expires _____



EXHIBIT A

LEGAL DESCRIPTION

The Property is legally described as follows:

All of that certain 89.41 acres, more or less, more fully described in the Warranty Deed to the Veterans Land Board dated January 22, 1963, recorded in Volume 457, Page 593 Deed Records of Williamson County, Texas.

EXHIBIT B-1

February 16, 2000
FN 151

JOB NO.30930-3800
0.06 AC. LEASE AREA

FIELD NOTES

A DESCRIPTION OF A 0.06 ACRE LEASE AREA IN THE J.T. CHURCH SURVEY ABSTRACT 140 IN WILLIAMSON COUNTY TEXAS, BEING A PORTION OF A CALLED 89.41 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO ROMULO LOZANO JR. AND RECORDED IN VOLUME 2367, PAGE 467 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.06 ACRE LEASE SITE, WITH ACCOMPANYING SKETCH IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ¾" inch iron pipe found on the south right-of-way line of FM 2243 and being the northeast corner of the said 89.41 acre tract of land, same being the northwest corner of a called 40.80 acre tract of land as described in a deed to John J. Fields, Trustee and recorded in Volume 1365, Page 848 of the Deed Records of Williamson County, Texas;

THENCE with the common line of said 89.41 acre tract and 40.80 acre tract, **S 20°57'45"E**, 25.54 feet to a ½ inch iron rod set, for the northeast corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing with the common line of said 89.41 acre tract and 40.80 acre tract, **S 20°57'45"E**, 51.54 feet to a ½ inch iron rod set, for the southeast corner of the herein described tract,

THENCE departing said common line and crossing the said 89.41 acre tract **S 83°04'50" W**, 62.90 feet to a ½ inch iron rod set for the southwest corner of the herein described tract;

THENCE continuing to cross the said 89.41 acre tract **N 06°28'02" W**, 50.00 feet to a ½ inch iron rod set for the northwest corner of the herein described tract;

THENCE continuing to cross the said 89.41 acre tract **N 83°04'50" E**, 50.00 feet to the **POINT OF BEGINNING** and containing 0.06 acres or 2822 square feet of land, more or less.

EXHIBIT B-2

THE STATE OF TEXAS

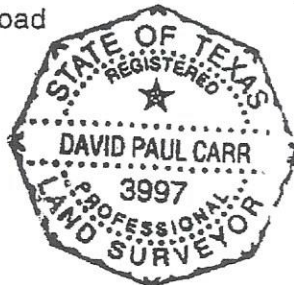
COUNTY OF TRAVIS

KNOWN BY ALL THESE MEN PRESENT:

That I, David P. Carr, 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 during January, 2000 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 16th day of February, 2000, A.D.

Earth Tech
811 Barton Springs Road
Suite 400
Austin, Texas 78704



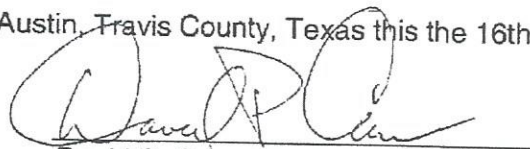

David P. Carr
Registered Professional Land Surveyor
No. 3997 - State of Texas

EXHIBIT B-3

February 16, 2000
FN 152

JOB NO.30930-3800
0.03 AC. UTILITY AND ACCESS EASEMENT

FIELD NOTES

A DESCRIPTION OF A 0.03 ACRE UTILITY AND ACCESS EASEMENT IN THE J.T. CHURCH SURVEY ABSTRACT 140 IN WILLIAMSON COUNTY TEXAS, BEING A PORTION OF A CALLED 89.41 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO ROMULO LOZANO JR. AND RECORDED IN VOLUME 2367, PAGE 467 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.03 ACRE UTILITY AND ACCESS EASEMENT, WITH ACCOMPANYING SKETCH IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a $\frac{3}{4}$ " inch iron pipe found in the south right-of-way line of FM 2243 and being the northeast corner of the said 89.41 acre tract of land, same being the northwest corner of a called 40.80 acre tract of land as described in a deed to John J. Fields, Trustee and recorded in Volume 1365, Page 848 of the Deed Records of Williamson County, Texas;

THENCE with the common line of said 89.41 acre tract and 40.80 acre tract, **S 20°57'45"E**, 25.54 feet to a $\frac{1}{2}$ inch iron rod at the northeast corner of a proposed 0.06 acre lease site, same being the southeast corner of the herein described tract,

THENCE departing said common line and crossing the said 89.41 acre tract with the north line of the proposed lease site **S 83°04'50" W**, 50.00 feet to a $\frac{1}{2}$ inch iron rod northwest corner of the said lease site and the southwest corner of the herein described tract;

THENCE continuing across said 89.41 acre tract **N 06°28'02" W**, 27.95 feet to a calculated point on the said south right-of-way line of FM2243, same being on the north line of the said 89.41 acre tract and being the northwest corner of the herein described tract ;

THENCE with the said right-of-way and north line of the 89.41 acre tract **N 87°15'01" E**, 43.69 feet to the **POINT OF BEGINNING** and containing 0.03 acres or 1228 square feet of land, more or less.

EXHIBIT B-4

THE STATE OF TEXAS

COUNTY OF TRAVIS

KNOWN BY ALL THESE MEN PRESENT:

That I, David P. Carr, 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 during January, 2000 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 16th day of February, 2000, A.D.

Earth Tech
811 Barton Springs Road
Suite 400
Austin, Texas 78704



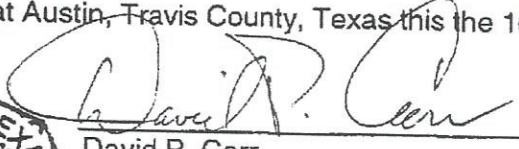

David P. Carr
Registered Professional Land Surveyor
No. 3997 - State of Texas

EXHIBIT B-5

FM 2243

edge of pavement

SCALE : 1" = 20'
FEBRUARY, 2000
WILLIAMSON COUNTY, TEXAS

P.O.B. FOR ACCESS AND UTILITY EASEMENT
P.O.C. FOR LEASE AREA

N87°13'22"E
821.57'

N87°15'01"E

673.86'

43.74'

N06°28'02"W
27.78'

Utility and
Access Easement
1228 Sq.Ft.
0.03 Acres

N83°04'50"E

50.00'

P.O.B.
FOR
LEASE AREA

CENTER OF TOWER
NAD 83 - CENTRAL ZONE
LAT: 30° 35' 42.811"
LON: 97° 46' 57.078"
NAD 27 - CENTRAL ZONE
LAT: 30° 35' 42.111"
LON: 97° 46' 56.037"
ELEV: 1020.50'

Romulo Lozano, Jr.
Vol. 2367 Pg. 467
89.41 Acres

Lease Area
2822 Sq.Ft.
0.06 Acres

N06°28'02"W
50.00'

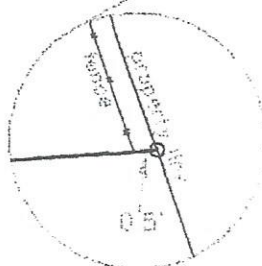
S20°57'45"E
51.54'

S83°04'50"W

62.90'

LEGEND

- ⊙ IRON PIPE FOUND
- ⊙ ELECTRIC MANHOLE
- ⊙ IRON ROD SET
- ⊙ CONCRETE MONUMENT POST FOUND
- ⊙ IRON ROD FOUND
- ⊙ POWER POLE
- ⊙ OVERHEAD UTILITY
- ⊙ CHAIN LINK FENCE
- ⊙ BARBED FENCE
- ⊙ WATER VALVE
- ⊙ WATER MARKER
- ⊙ FIRE HYDRANT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT



John J. Flores, Trustee
Vol. 1385 Pg. 245
40.80 Acres

1093.30'

BASIS OF BEARINGS TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE
ACCORDING TO FIRM MAP NO. 48491C0225C OF WILLIAMSON COUNTY, TEXAS, DATED
SEPTEMBER 27, 1991, SUBJECT TRACT LIES WITHIN ZONE X, AREAS DETERMINED TO
BE OUTSIDE OF THE 500 YEAR FLOOD AREA.

EARTH T R O N

811 BARTON SPRINGS RD., STE. 400
AUSTIN, TEXAS 78704-1184
(512) 474-3500

DRN R.G.	02-11-00
APP D.C.	02-11-00
FILENAME:	I:\work\survey\
	projects\at&t\2243
FIELD NOTE	151 / 152
FIELD BOOK	AT&T #2

AT&T FM 2243 CELL SITE
in the
J. T. Church Survey Abst 140
Williamson County, Texas

EXHIBIT C

ENVIRONMENTAL LAWS

To the Site Lease Agreement dated 11-6-95
between **Romulo Lozano Jr. and his wife, Apolonia Lozano** as Landlord,
and **ACC/McCaw Cellular of Fresno a Washington Joint Venture dba Austin Cellular**
Telephone Company, dba Cellular One, as Tenant.

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.*, the Clean Air Act, 42 U.S.C. §§ 7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, *et seq.*, the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§ 2601, *et seq.*, the Oil Pollution Control Act, 33 U.S.C. §§ 2701, *et seq.*, and/or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

As used in this Lease, "Hazardous Substance" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.

**SECOND AMENDMENT TO THE OPTION AND
SITE LEASE AGREEMENT**

THIS SECOND AMENDMENT TO THE OPTION AND SITE LEASE AGREEMENT ("**Amendment**") is entered into on this _____ day of _____ 1999 by and between Romulo Lozano, Jr., and wife, Apolonia Lozano ("**Landlord**") and Texas Cellular Telephone Company L.P., a Delaware limited partnership, d/b/a AT&T Wireless Services by AT&T Wireless Services of San Antonio, Inc., its general partner, successor in interest to ACC/McCaw Cellular of Fresno, a Washington Joint Venture, d/b/a Austin Cellular Telephone Company, d/b/a Cellular One, ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a Option and Site Lease Agreement ("**Lease**") dated November 6, 1995, and a First Amendment dated October 1, 1998, copies of which are attached as Exhibit 1 and incorporated herein by this reference; and

WHEREAS, Landlord and Tenant hereby express their mutual desire and intent to amend the Option and Site Lease Agreement.

THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, receipt of which is acknowledged, Landlord and Tenant agree as follows:

1. The Exhibits A and B attached hereto replace Exhibit A and Exhibit B originally incorporated in the attached Exhibit 1.
2. Except as modified herein, all other provisions in the Option and Site Lease Agreement shall remain in full force and effect, without change.

IN WITNESS WHEREOF, said parties have caused this Second Amendment to Option and Site Lease Agreement executed as of the 23 day of DECEMBER, 1999.

LANDLORD: Romulo Lozano, Jr. and wife, Apolonia Lozano

By: Romulo Lozano, Jr.
Romulo Lozano, Jr.

By: Apolonia Lozano
Apolonia Lozano

TENANT: Texas Cellular Telephone Company L.P., a Delaware limited partnership, d/b/a AT&T Wireless Services

**By: AT&T Wireless Services of San Antonio, Inc.,
its general partner**

By: Linda B. Holmes
Linda B. Holmes
System Development Manager

EXHIBIT A

LEGAL DESCRIPTION

The Property is legally described as follows:

All of that certain 89.41 acres, more or less, more fully described in the Warranty Deed to the Veterans Land Board dated January 22, 1963, recorded in Volume 457, Page 593 Deed Records of Williamson County, Texas.

EXHIBIT B

The premises is legally described as follows:

An approximately 50' x 50' site located in the northeast corner of the Property. A survey reflecting the Premises including a metes and bounds description of the Premises and any access and utility easements, if any, will be provided to Landlord for approval prior to construction. Landlord's approval will not be unreasonably withheld, conditioned or delayed.

Cell Site No. RADIO TOWER
 Market: CW PS AUSTIN
 Address: 6197 RR 2243, GEORGETOWN, TX 78628

THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT ("Amendment"), dated as of the date below, is by and between ROMULO LOZANO, JR., and APOLONIA LOZANO, a husband and wife, having a mailing address of 6531 FM 2243, GEORGETOWN, TX 78628 (hereinafter referred to as "Landlord") and NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY (as successor in interest to ACC/McCaw Cellular of Fresno), having a mailing address of P.O. Box 2088, Rancho Cordova, CA 95741-2088 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into a(n) OPTION AND LEASE AGREEMENT dated February 1, 2000, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 6197 RR 2243, GEORGETOWN, TX 78628 ("Lease"); and

WHEREAS, Landlord and Tenant desire to amend the term of the Lease; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the rent payable under the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Lease to add additional provisions found in Exhibit A to this Amendment;

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** All references to the Term of the Lease shall be amended to provide that that any renewal terms provided in the Lease shall be automatically renewed unless Tenant provides Landlord with notice at least sixty (60) days prior to the end of the renewal term of Tenant's desire not to renew the Lease. In addition, Tenant has the right to renew the Lease for up to three (3) additional five (5) year terms (Renewal Terms) in addition to any renewal terms under the current Lease. Such Renewal Terms will begin at the end of the last renewal date available under the Lease. The Lease will renew automatically unless Tenant provides Landlord with at least sixty (60) days written notice prior to the end of the Term of Tenant's intent to terminate at the end of the Term, plus a termination fee equal to three (3) months of the then current Rent.

2. **Modification of Rent.** Commencing on May 1, 2005, the Rent payable under the Lease shall be Two Hundred Forty and no/100 dollars (\$240.00) per month, and shall continue during the Lease.

3. **Future Rent Increases.** The Lease is amended to provide that the escalations in Rent provided in section five (5) of the Lease are hereby removed from the Lease.

4. **Notices.** Section sixteen (16) of the Lease is hereby deleted in its entirety and replaced with the following: **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

As to Tenant: Lease Administration, c/o Wireless Asset Management, Re: Cell Site #/Name RADIO TOWER, P. O. Box 2088, Rancho Cordova, CA 95741-2088;

As to Landlord: ROMULO LOZANO, JR., and APOLONIA LOZANO, 6531 FM 2243, GEORGETOWN, TX 78628.

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

5. **Additional Provisions:** The Lease is amended to add the additional provisions found in Exhibit A to this Amendment.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the date set forth below.

Landlord:

By: Romulo Lozano Jr. Date 3/24/05
ROMULO LOZANO, JR.

By: Apollonia Lozano Date 3-24-05
APOLONIA LOZANO

Tenant:

NEW CINGULAR WIRELESS PCS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

By: Shawn Reikman

Name: Shawn Reikman

Title: Imp Mgr

Date: 6-30-05

EXHIBIT A

Additional Provisions:

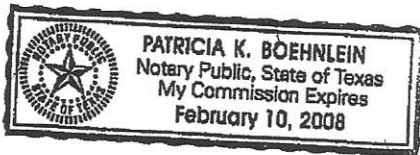
The Lease is amended to add the following provisions:

1. Expansion of the Premises and Permitted Use: Landlord hereby agrees to allow Tenant to modify, supplement, replace, upgrade, expand or refurbish the equipment related to the Communications Facility, increase the number of antennas thereon or relocate the Communications Facility within the Premises at any time during the term of this Lease, and Landlord shall cooperate with Tenant in all respects in connection with the foregoing. If Landlord does not comply with the terms of this section, Tenant may terminate this Lease and shall have no further liability to Landlord. If such modification, supplement, replacement upgrade, expansion or refurbishment requires additional space, Landlord agrees, to the extent practicable and on a space available basis, that Tenant may expand the Premises or may use additional space on the Property, at no additional cost to Tenant, so that Tenant may implement such modifications, supplements, replacements, refurbishments, or expansions to the Communication Facility or to any equipment related thereto, or for any other reasons, as determined by Tenant in its sole discretion.

TENANT ACKNOWLEDGEMENT

STATE OF Washington)
Texas) ss:
COUNTY OF King
Bexar

On the 30 day of June, 2005 before me personally appeared Shaun Rickman, and acknowledged under oath that (s)he is the Implementation Manager of New Cingular Wireless PCS, LLC, the corporation named in the attached instrument, and as such was authorized to execute this instrument on behalf of the corporation.

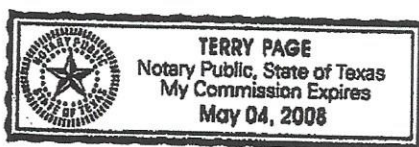


Patricia K. Boehnlein
Notary Public:
My Commission Expires: 2/10/2008

LANDLORD ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF Williamson) ss:

BE IT REMEMBERED, that on this 24th day of MARCH, 2005, before me, the subscriber, a person authorized to take oaths in the State of TEXAS, personally appeared ROMULO LOZANO, JR., and APOLONIA LOZANO who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.



T. Page
Notary Public:
My Commission Expires: 5/4/2008

Commissioners Court - Regular Session**47.****Meeting Date:** 02/14/2023

SE Loop Segment 2 Purchase Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on a real estate contract with WMV Hutto 390 DE, LLC for 13.433 acres and 3.988 acres of ROW needed on the SE Loop Segment 2 project. (PARCEL 41) Funding Source: TANS P588

Background

Fiscal Impact

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

Attachments

contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 09:59 AM

Started On: 02/08/2023 03:42 PM

Parcel 41 + 41R

REAL ESTATE CONTRACT

Southeast Loop (Segment 2)

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **WMV HUTTO 390 DE, 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 13.433 acre tract of land out of the Massillon Farley Survey, Section No. 25, Abstract No. 238, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 41**); and

All of that certain 3.988 acre tract of land out of the Massillon Farley Survey, Section No. 25, Abstract No. 238, Williamson County, Texas; which tract Purchaser shall cause at its sole expense to be more particularly described by metes and bounds to be attached to the final conveyance deed at Closing, and the location of which is otherwise shown in Exhibit "B", attached hereto and incorporated herein (**Parcel 41R**);

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-B" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements upon the Property, and any damage or cost to cure the remaining property of Seller shall be the sum of TWO MILLION TWO HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED SEVENTY-FOUR and 00/100 Dollars (\$2,276,574.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property 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 January 31, 2023, 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").

Notwithstanding the proceeding, closing shall occur no later than March 15, 2023.

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.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively as incurred.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts


8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after January 31, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility adjustment or installation and construction activities associated with the proposed Southeast Loop improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

WMV HUTTO 390 DE, LLC

By:  77AFBAEB05B3417...

Address: 3310 North Capital of
~~Texas Hwy, Suite 202~~

Name: Holt Dunlop

Austin, Texas. 78746

Its: Manager

Date: January 24, 2023 | 2:52 PM PST

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
 Parcel No.: 41
 Tax ID: R020555, R020545
 Highway: Southeast Loop
 Limits: From: C.R. 137
 To: C.R. 404

Page 1 of 6
 September 27, 2022

PROPERTY DESCRIPTION FOR PARCEL 41

DESCRIPTION OF A 13.433 ACRE (585,141 SQ. FT.) PARCEL OF LAND LOCATED IN THE MASSILLON FARLEY SURVEY, SECTION NO. 25, ABSTRACT NO. 238, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 389.542 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO WMV HUTTO 390 DE, LLC, RECORDED MARCH 7, 2022 IN DOCUMENT NO. 2022029057, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 13.433 ACRE (585,141 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "RJ SURVEYING" found 573.50 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 342+48.75 on the west line of a called 63.6 acre tract of land, described in a deed to Mart S. Kreuger, recorded in Volume 2551, Page 599, Official Records of Williamson County, Texas (O.R.W.C.TX.), for the most easterly northeast corner of a called 107.22 acre tract of land, described as Tract 5 in a deed to Clarendor Capital, LTD., recorded in Document No. 2021191286, O.P.R.W.C.TX., same being the southeast corner of said 389.582 acre tract;

THENCE N 83°05'04" W, with the common line of said 107.22 acre tract and said 389.582 acre tract, a distance of 816.34 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (replacing a 1/2-inch iron rod found) (Surface Coordinates: N=10,163,225.88, E=3,186,160.31) set 288.37 feet right of Southeast Loop E.C.S. 334+83.79 on the proposed south right-of-way line of Southeast Loop, for the most southerly southeast corner and the **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the proposed south right-of-way line of said Southeast Loop, with the common line of said 107.22 acre tract and said 389.582 acre tract, the following two (2) courses and distances numbered 1-2:

- 1) N 82°41'40" W, a distance of 346.36 feet to a 1/2-inch iron rod with a plastic cap stamped "5729" found, for the southwest corner of said 389.582 acre tract and the parcel described herein, and
- 2) N 07°50'20" E, a distance of 416.78 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 222.95 feet left of Southeast Loop E.C.S. 333+11.91 on the proposed north right-of-way line of said Southeast Loop, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the right;

THENCE departing the common line of said 107.22 acre tract and said 389.582 acre tract, with the proposed north right-of-way line of said Southeast Loop, over and across said 389.582 acre tract, the following eight (8) courses and distances numbered 3-10:

- 3) With said curve to the right, an arc distance of 343.53 feet, through a delta of 02°05'06", having a radius of 9,440.00 feet, and a chord that bears N 75°18'03" E, a distance of 343.51 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 229.98 feet left of Southeast Loop E.C.S. 336+55.35,
- 4) N 11°18'32" E, a distance of 130.14 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 348.08 left of Southeast Loop E.C.S. 337+10.01,

EXHIBIT "A"

County: Williamson
 Parcel No.: 41
 Tax ID: R020555, R020545
 Highway: Southeast Loop
 Limits: From: C.R. 137
 To: C.R. 404

Page 2 of 6
 September 27, 2022

- 5) S 77°30'40" E, a distance of 74.02 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 315.61 feet left of Southeast Loop E.C.S. 337+76.52,
- 6) S 11°18'32" W, a distance of 94.34 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 337+36.90,
- 7) N 76°28'25" E, a distance of 559.65 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 342+96.55, said point being the beginning of a curve to the right,
- 8) With said curve to the right, an arc distance of 62.92 feet, through a delta of 06°22'51", having a radius of 565.00 feet, and a chord that bears N 73°16'59" E, a distance of 62.89 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet left of Southeast Loop E.C.S. 343+59.34
- 9) N 76°28'25" E, a distance of 7.41 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet left of Southeast Loop E.C.S. 343+66.75, and
- 10) N 76°12'05" E, a distance of 201.16 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 234.46 feet left of Southeast Loop E.C.S. 345.67.91 on the common line of said 63.6 acre tract and said 389.582 acre tract, for the northeast corner of the parcel described herein;
- 11) **THENCE** S 08°01'44" W, departing the proposed north right-of-way line of said Southeast Loop, with the common line of said 63.6 acre tract and said 389.582 acre tract, a distance of 503.14 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet right of Southeast Loop E.C.S. 343+83.05 on the proposed south right-of-way line of said Southeast Loop, for the most easterly southeast corner of the parcel described herein;
- THENCE** departing the common line of said 63.6 acre tract and said 389.582 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said 389.582 acre tract, the following three (3) courses and distances numbered 12-14:
- 12) S 76°28'25" W, a distance of 694.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet right of Southeast Loop E.C.S. 336+88.26,
- 13) S 78°00'48" W, a distance of 181.01 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 228.64 feet right of Southeast Loop E.C.S. 335+07.31, and

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
 Parcel No.: 41
 Tax ID: R020555, R020545
 Highway: Southeast Loop
 Limits: From: C.R. 137
 To: C.R. 404

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 September 27, 2022

14) S 07°58'06" W, a distance of 64.20 feet to the **POINT OF BEGINNING**, and containing 13.433 acres (585,141 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
 4801 Southwest Pkwy
 Building Two, Suite 100
 Austin, Texas 78735
 TX. Firm No. 10064300



Scott C. Brashear 9/27/2022
 Scott C. Brashear Date
 Registered Professional Land Surveyor
 No. 6660 – State of Texas

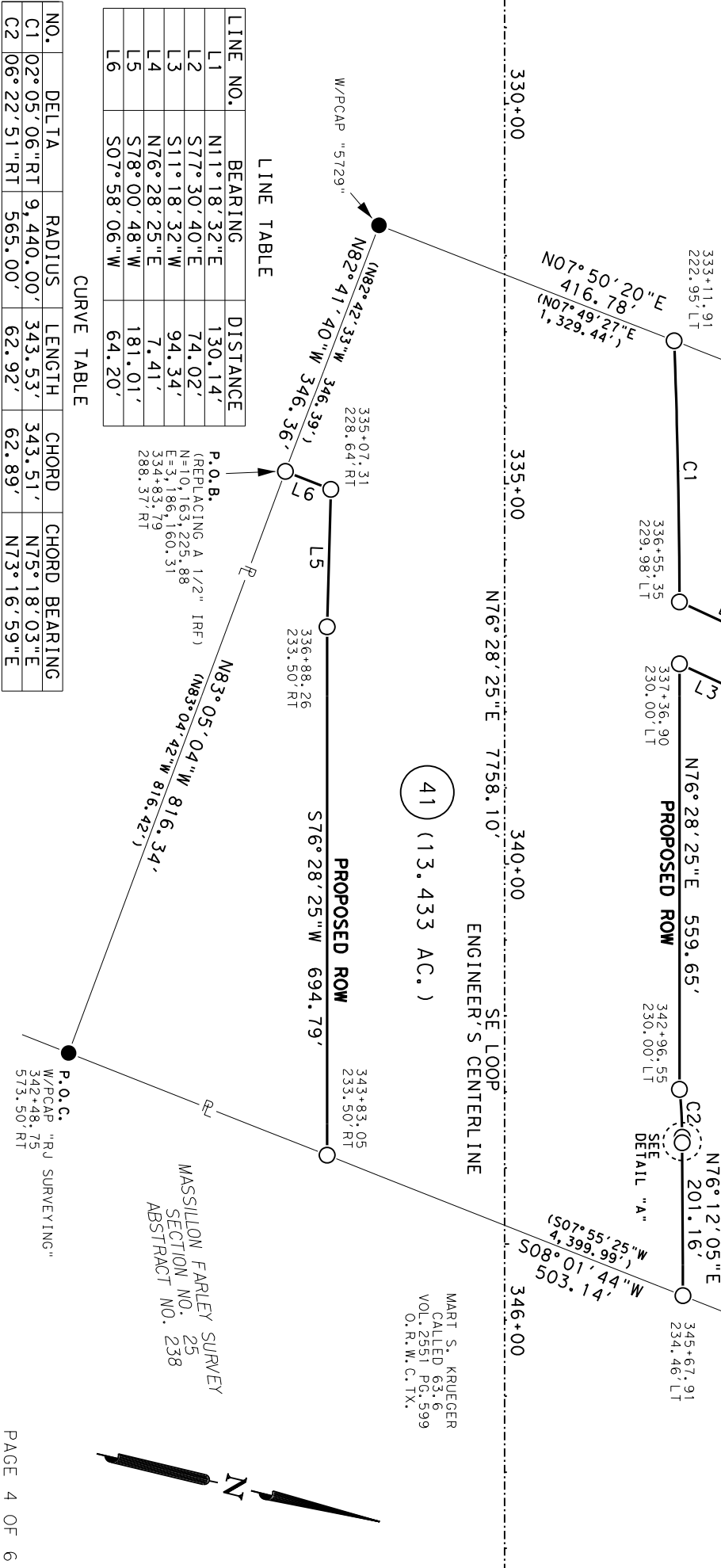
EXHIBIT "A"

WMV HUTTO 390 DE, LLC
CALLED 389.542 ACRES
RECORDED MARCH 7, 2022
DOC. NO. 2022029057
O.P.R. W.C. TX.

GABRIEL M. ESPINO
AND MIRNA ESPINO
CALLED 9.996 ACRES
DOC. NO. 2018067712
O.P.R. W.C. TX.

CLARENDOR CAPITAL, LTD.,
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191286
O.P.R. W.C. TX.

MART S. KRUEGER
CALLED 63.6
VOL. 2551 PG. 599
O.R. W.C. TX.

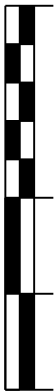


CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 05' 06" RT	9,440.00'	343.53'	343.51'	N75° 18' 03" E
C2	06° 22' 51" RT	565.00'	62.92'	62.89'	N73° 16' 59" E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N11° 18' 32" E	130.14'
L2	S77° 30' 40" E	74.02'
L3	S11° 18' 32" W	94.34'
L4	N76° 28' 25" E	7.41'
L5	S78° 00' 48" W	181.01'
L6	S07° 58' 06" W	64.20'



GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\41\PLAT\01P-41.dgn

REF. FIELD NOTE NO. 49156
PAGE 4 OF 6

EXISTING	389.542 AC.	ACQUIRE	13.433 AC.	REMAINING	372.121 AC. LEFT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78755
(512) 447-0575
FOX: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
WMV HUTTO 390 DE, LLC
TAX ID: R020555, R020545
PARCEL 41
13.433 AC. (585, 141 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

- THIS SURVEY HEREON WAS PREPARED IN CONDUCTION WITH THAT COMMITMENT FOR THE INSURANCE OF NO. T-159153, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 2022.
10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):
1. INGRESS/EGRESS EASEMENT TO AND FROM WATER WELL, AS DESCRIBED IN VOLUME 232, PAGE 91 AND VOLUME 259, PAGE 176, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
 2. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 286, PAGE 351, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
 3. PIPELINE EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 597, PAGE 991, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
 4. CHANNEL EASEMENT GRANTED TO STATE OF TEXAS, ACTING THROUGH THE STATE HIGHWAY COMMISSION, AS DESCRIBED IN VOLUME 386, PAGE 377, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
 5. PIPELINE EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 598, PAGE 8, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
 6. PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY, AS DESCRIBED IN VOLUME 828, PAGE 128 AND ASSIGNED IN VOLUME 848, PAGE 291, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
 7. PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY, AS DESCRIBED IN VOLUME 830, PAGE 364, DEED RECORDS, AND BEING FURTHER AFFECTED BY SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT RECORDED IN VOLUME 2174, PAGE 461, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)
 8. PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY, LLC, AS DESCRIBED IN DOCUMENT NO. 2015079038, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
 9. PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY, LLC, AS DESCRIBED IN DOCUMENT NO. 2015090545, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
 10. PIPELINE EASEMENT GRANTED TO ENTERPRISE CRUDE PIPELINE, LLC, AS DESCRIBED IN DOCUMENT NO. 2015100565, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)


11. PIPELINE EASEMENT GRANTED TO ENTERPRISE CRUDE PIPELINE, LLC, AS DESCRIBED IN DOCUMENT NO. 2016072554, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
12. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION ACCEPTING THE PETITION OF CERTAIN PROPERTY OWNERS TO BE INCLUDED IN THE EXTRAJURISDICTIONAL JURISDICTION OF THE CITY OF HUTTO OF RECORD IN VOLUME 885, PAGE 64, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)
13. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN TEMPORARY WORK SPACE AGREEMENT DATED MAY 21, 1992, AS EVIDENCED BY SUBORDINATION OF LIEN TO A GRANT OF EASEMENT AND TEMPORARY WORK SPACE DATED NOVEMBER 13, 1992, RECORDED IN VOLUME 2220, PAGE 803, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)
14. SUBJECT TO ANY AND ALL RIGHTS AND PRIVILEGES EXISTING OR WHICH MAY LATER EXIST BY VIRTUE OF THAT PORTION OF THE PROPERTY BEING USED AS A CEMETERY; INCLUDING, BUT NOT LIMITED TO THE RIGHTS TO SEPULCHER AND INTERMENT AND TO THE RIGHTS OF INGRESS AND EGRESS IN AND TO THE SAID CEMETERY; AS DISCLOSED BY DEED DATED SEPTEMBER 24, 1902, RECORDED IN VOLUME 102, PAGE 307, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)
15. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.
16. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.
17. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

FILE: \\sminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\41\PLAT\01\p-41.dgn

REF. FIELD NOTE NO. 49156

PAGE 5 OF 6

EXISTING	389.542 AC.	ACQUIRE	13.433 AC.	REMAINING	372.121 AC.	LEFT
				REMAINING	3.988 AC.	RIGHT



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
WMV HUTTO 390 DE, LLC
TAX ID: R020555, R020545
PARCEL 41

13.433 AC. (585, 141 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 1 CONCRETE MONUMENT FOUND
- ◻ TxDOT TYPE 11 BRONZE DISK IN CONCRETE FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 800 NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ✕ RAILROAD TIE
- △ CALCULATED POINT
- ▽ PROPERTY LINE
- ⌒ RECORD INFORMATION
- () POINT OF BEGINNING
- 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
- 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 WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159153, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRAMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
5. * AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

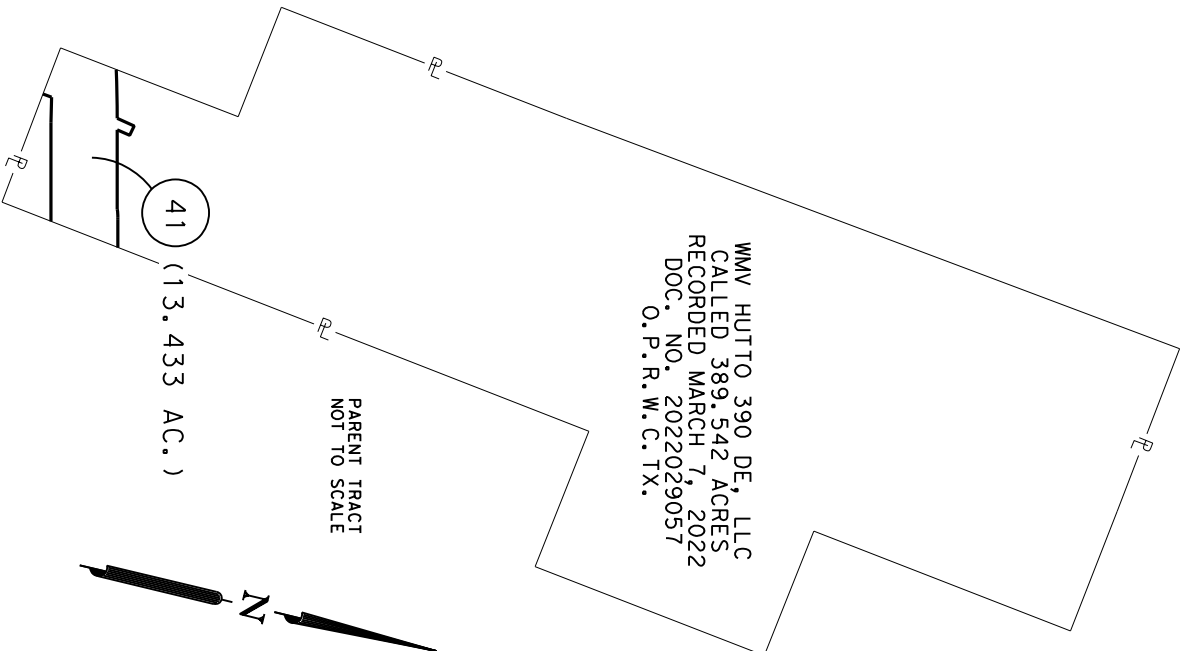
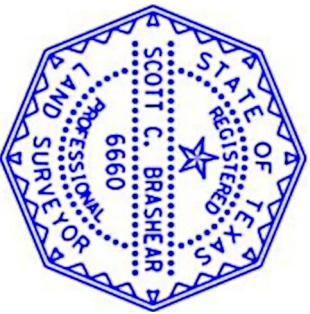
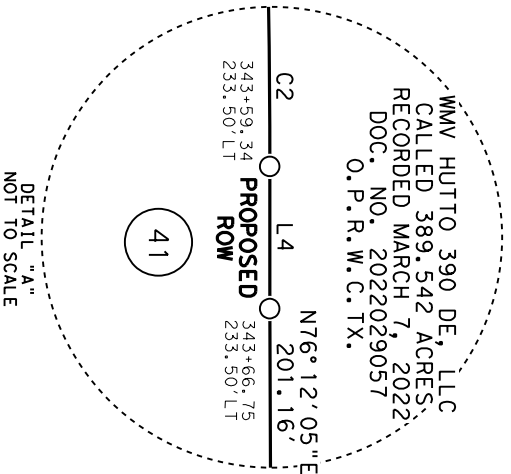
SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

Scott C. Brashear

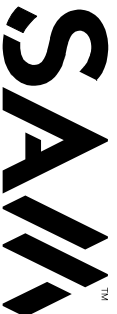
9/27/2022

DATE

EXHIBIT "A"



EXISTING	389.542 AC.	ACQUIRE	13.433 AC.	REMAINING	372.121 AC. LEFT
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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
WMV HUTTO 390 DE, LLC
TAX ID: R020555, R020545
PARCEL 41
13.433 AC. (585, 141 SQ. FT.)

13.433 AC. (585,141 SQ. FT.)

EXHIBIT "C"

Parcel 41 + 41R

DEED

Southeast Loop (Segment 2) 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 **WMV HUTTO 390 DE, LLC**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 13.433 acre tract of land out of the Massillon Farley Survey, Section No. 25, Abstract No. 238, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 41**); and

All of that certain 3.988 acre tract of land out of the Massillon Farley Survey, Section No. 25, Abstract No. 238, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 41R**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas 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.

The Property described in Exhibit "A" to this deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2023.

[signature pages follow]

GRANTOR:

WMV HUTTO 390 DE, LLC

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2023 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**48.****Meeting Date:** 02/14/2023

CR 255 ROE Request

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 Temporary Right of Entry agreement with Brandy Powell Weaver for survey needed on the CR 255 project (Parcel 41). Funding Source: LRTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ROE

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 10:01 AM

Started On: 02/08/2023 03:47 PM

TEMPORARY RIGHT OF ENTRY AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

WHEREAS, BRANDY POWELL (herein "Owner"), is the owner, whether one or more, of a certain tract of land described in Exhibit A attached hereto and described herein as "the Property"; and,

WHEREAS, Williamson County, Texas and its employees, agents, consulting engineers, contractors, sub-contractors or other representatives, (herein the "County" and together with Owner referred to as the "Parties") is desirous of obtaining a Temporary Right of Entry that will permit it the right to enter into and upon the Property, for the purpose of surveying and performing archeological and geotechnical services upon said tract; and,

WHEREAS, Owner hereby grants permission to County to assist County in completing the requested surveying and archeological and geotechnical services on the subject tract subject to the below conditions;

NOW, THEREFORE,

It is understood and agreed by the parties hereto that this Temporary Right of Entry is hereby given by Owner to County, upon the following terms and conditions:

1. That County, its agents and contractors, shall have the right to enter the Property for a period not to exceed two (2) months from the Effective Date, for the purposes described herein. This grant and right of entry shall expire and be of no further force and effect upon the expiration of sixty (60) days after the date indicated below adjacent to the authorized signature (the "Effective Date"). The Effective Date may only be amended in writing by the Parties. County shall provide written notice to Owner's authorized representative (_____ at _____) and to counsel for Owner (Barron, Adler, Clough & Oddo, LLP, attn: _____ at _____) at least two (2) days prior to each entry onto the Property for the purposes stated herein. Owner reserves the right to have any of its authorized representative(s) be present for any or all operations being performed as a result of the use of this Temporary Right of Entry. Owner agrees to cooperate with County in allowing County to have access to the Property under the terms described herein and for the purposes described herein. County shall not have the right to enter the Property for any other purpose other than the purposes described herein.

2. That County shall avoid disturbing paved or heavily landscaped areas, and shall, to the extent reasonably possible, only disturb those areas that are not

improved. Any digging or other disturbance of the ground shall immediately be returned as closely as possible to the condition which existed prior to the entry by County, and all gates will be left in the same manner as they were prior to entry by County. Some trimming of underbrush and branches for access and line of sight surveying is allowable. No accessway to the Property shall be blocked either fully or partially at any time.

3. That County agrees that it will, at regular intervals and at the termination of this Temporary Right of Entry Agreement, remove any and all trash and other debris brought upon the Property by County, its employees, servants, agents, or contractors.

4. That County agrees that it will not discharge any hazardous substances, as that term is defined by applicable law, upon the Property and if any hazardous substances are discharged on the Property, County will promptly remediate any damage.

5 That any gates used by County will be closed and secured by County after passing through same. Further, no fences will be cut or damaged by County.

6. That the grant herein made shall not prejudice or impair, in any way, Owner's rights to receive full and just compensation for the interest that may be acquired by County in the Property plus remainder damages, if any, as well as any and all relocations benefits available to Owner under applicable statutes, and that Owner reserves all rights, title, and interest in and to the Property.

7. That County further agrees, upon the receipt of a written request, to make available to Owner for inspection and copying, the final report, survey or assessment resulting from the entry to the Property granted herein, including but not limited to surveys and environmental reports, and any other final reports pertaining to the Property's physical condition, which are in County's possession, custody, or control.

8. By execution below, County acknowledges that County has been advised by Owner of the existence of hazards which may exist on the Property including but are not limited to: abandoned barbed wire fences which may lie within vegetation; broken glass or pottery which may lie within vegetation; wild boar herds, poisonous snakes, coyotes, and other predators; abandoned water wells and other trenches, holes, and ditches which may lie within vegetation; and the conduct by third parties of illegal hunting with firearms without permission of Owner. TO THE EXTENT ALLOWABLE BY LAW, COUNTY AND ITS EMPLOYEES, AGENTS, CONSULTING ENGINEERS, CONTRACTORS, SUB-CONTRACTORS OR OTHER REPRESENTATIVES WORKING ON COUNTY'S BEHALF AND GAINING ACCESS UNDER THIS TEMPORARY RIGHT OF ENTRY AGREE TO INDEMNIFY, DEFEND, AND HOLD OWNER HARMLESS FROM ALL CLAIMS, LIABILITY, AND DAMAGES, INCLUDING ATTORNEYS' FEES, ARISING FROM, OR IN ANY WAY CONNECTED WITH THE ACCESS OF THE PROPERTY PURSUANT TO THIS TEMPORARY RIGHT OF ENTRY AND/OR FOR THE PURPOSES DESCRIBED HEREIN, WHETHER BY COUNTY, ITS EMPLOYEES, AGENTS, CONSULTING ENGINEERS,

SAID TEMPORARY RIGHT OF ENTRY, EXCEPT FOR SUCH CLAIMS, LIABILITIES, OR DAMAGES ARISING FROM OWNER'S SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9. That County will promptly reimburse Owner for any and all damage to any real or personal property of Owner caused by County's actions and/or the actions of its employees, agents, consulting engineers, contractors, sub-contractors or other representatives.

10. That in connection with the survey work to be performed on the Property, County will stake the width at intervals of at minimum 200 feet and the length of the proposed permanent and/or temporary easement(s) in question.

11. That County and its contractors will maintain insurance providing coverage for any damage or injuries during survey activities at levels customary in their respective industries.

IN WITNESS WHEREOF, Owner and County have caused this instrument to be executed on this 23 day of January 2023.

OWNER(S):

BRANDY POWELL N/K/A
BRANDY POWELL WEAVER

By: Brandy Powell Weaver

Printed Name: Brandy Powell Weaver

Title: Owner

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Commissioners Court - Regular Session**49.****Meeting Date:** 02/14/2023

CR 255 Real Estate Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Sasha M. Tingle for 0.056 AC needed as ROW for the CR 255 project (Parcel 4). Funding Source: LRTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 10:27 AM

Started On: 02/09/2023 10:13 AM

REAL ESTATE CONTRACT

CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **SASHA M. TINGLE** (referred to in this Contract as "Seller", whether one or more) 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 0.056 acre (2,447 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4**);

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 and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION**

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of FOUR THOUSAND SIX HUNDRED and 00/100 Dollars (\$4,600.00).

2.01.1. As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of SIX THOUSAND SEVEN HUNDRED TEN and 00/100 Dollars (\$6,710.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds 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

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

4.01. 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 knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before March 31, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in 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".

- (4) 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 and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller 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. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

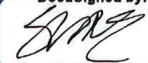
Counterparts

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 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 CR 255 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

DocuSigned by:

8C7EE99028E4448...

Sasha M. Tingle

Address: _____

Date: 2/7/2023

PURCHASER:

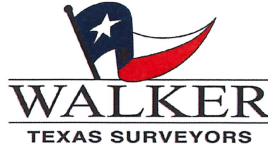
WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

**0.056 ACRE RIGHT-OF-WAY PARCEL NO. 04
SASHA M. TINGLE
PORTION OF
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.056 ACRES (APPROXIMATELY 2,447 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 11.00 ACRE TRACT OF LAND CONVEYED TO SASHA M. TINGLE, IN A DEED DATED JULY 3, 2019 AND RECORDED IN DOCUMENT NO. 2019059921 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.056 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod cap marked "B&G Surveying" found in the East right-of-way line of County Road 255 (right-of-way width varies), for the Northwest corner of the herein described tract, the northwest corner of said Sasha M. Tingle tract, and the Southwest corner of a called 24.56 acre tract of land as described in the deed conveyed to Kenneth M. Bell and Carrie Bell filed of record in Document No. 2012065087, Official Public Records Williamson County, Texas, from which a ½ inch iron rod found at an angle point in the west line of said Bell tract and the East line of said County Road 255 bears North 06°09'39" West a distance of 302.06 feet;

THENCE North 69°39'12" East with the North line of said Tingle tract and the South line of said Bell tract a distance of 47.52 feet to the northeast corner of the herein described tract, a set ½ inch iron rod with cap marked "Walker 5283", from which an interior corner of said Tingle tract and the Southeast corner of said Bell tract bears North 69°39'12" East a distance of 624.28 feet;

THENCE in a Southeasterly direction across said Tingle tract, with a curve to the left an arc distance of 50.95 feet (having a radius of 4,612.00 feet, a delta angle of 00°37'59", a chord bearing of South 09°20'08" East, a chord distance of 50.95 feet) to a ½ inch iron rod with cap marked "Walker 5283" for the southeast corner of the herein described tract set in the South line of said Tingle tract and the North line of a called 0.40 acre tract conveyed to Michael J. Tomjack filed of record in Volume 1669, Page 385, Deed

Records Williamson County, Texas from which the northeast corner of said Tomjack tract bears North 69°39'26" East a distance of 521.35 feet to a point in concrete from which a found ½ inch iron rod bears South 20°17'21" East a distance of 0.11 feet;

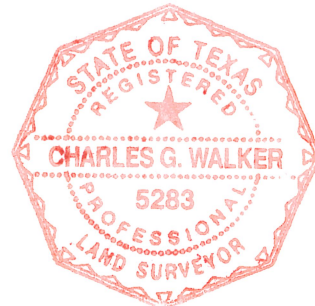
THENCE South 69°39'26" West with the South line of said Tingle tract and the North line of said Tomjack tract a distance of 50.43 feet to the Southwest corner of the herein described tract, the Southwest corner of said Tingle tract and the Northwest corner of said Tomjack tract a point in the East right of way line of said County Road No. 255;

THENCE North 06°09'34" West with the East right-of-way line of said County Road 255 and the West line of said Tingle tract a distance of 51.58 feet to the **POINT OF BEGINNING**, containing 0.056 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: Survey Drawing No. 075054-02-PARCEL 04.

Charles G. Walker Date *11-17-22*
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800
075054-02-PARCEL 04-20221110



A handwritten signature in red ink, appearing to be "C.G. Walker", written over the seal.

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.056 ACRES (APPROXIMATELY 2,447 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO SASHA M. TINGLE, IN A DEED DATED JULY 3, 2019, AND RECORDED IN DOCUMENT NO. 2019059921 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:

Only those easements and that information listed in Title Commitment File No. GT2201306, issued by Texan Title Insurance Company on October 27, 2022, 8:00am, with an effective date of October 18, 2022, 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other research was performed by Walker Texas Surveyors, Inc. All underground utilities have not been located by this surveyor. The hereon signed Registered Professional Land Surveyor makes no warranty as to the existence or location of any such utility, whether serving the subject tract or for the purpose of servicing other properties. Subsurface and environmental conditions were not examined or considered as a part of this survey. The word "Certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a Warranty or guarantee, expressed or implied.

10d. Easement granted to the Chisholm Trail Water Supply by instrument recorded in Volume 867, Page 159, Deed Records, Williamson County, Texas. (Does NOT affect)

LINE	BEARING	DISTANCE
L1	N 69°39'12" E	47.52'
L2	S 69°39'26" W	50.43'
L3	N 06°09'34" W	51.58'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	4612.00'	50.95'	50.95'	S 09°20'08" E	0°37'58"

LEGEND

- 1/2" IRON ROD WITH "WALKER 5283" CAP SET
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- △ CALCULATED POINT
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- () RECORD INFORMATION

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

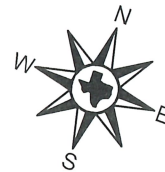
INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: NOVEMBER, 2022
DRAWING NO.: 0750504-02-PARCEL 04
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 3 OF 4



Fred R. Kaufman and
Alice L. Kaufman
Called 271.725 Acres
Volume 2319, Page 884
O.R.W.C.



SCALE 1"=100'

PT 2028
N: 10,246,404.79
E: 3,075,195.33

PT 2029
N: 10,246,354.52
E: 3,075,203.59

PT 2030
N: 10,246,336.99
E: 3,075,156.31

Kenneth M. Bell and
Carrie Bell
Called 24.56 acres
Document Number 2012065087
O.P.R.W.C.

Sasha M Tingle, Called 11.00 Acres
Doc. No. 2019059921, O.P.R.W.C.

521.35' (tie) Michael J. Tomjack, Called 0.40 Acre
Vol. 1669, Pg. 385, and Doc. No.: 9555493, O.R.W.C.

Michael J. Tomjack
Called 10.00 Acres
Volume 1669, Page 385
O.R.W.C.

PARCEL 04
0.056 ACRES
APPROX.
2,447 SQ. FT.

NO
IMPROVEMENTS
SHOWN HEREON

LINE	BEARING	DISTANCE
L1	N 69°39'12" E	47.52'
L2	S 69°39'26" W	50.43'
L3	N 06°09'34" W	51.58'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	4,612.00'	50.95'	50.95'	S 09°20'08" E	0°37'59"

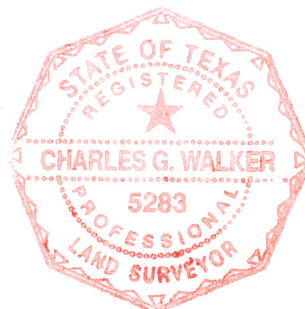
ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED
ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS
CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL
GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE
(OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: NOVEMBER, 2022
DRAWING NO.: 0750504-02-PARCEL 04
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 4 OF 4



11-17-22 *[Signature]*

Exhibit "B"

Parcel 4

DEED

County Road 255 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 **SASHA M. TINGLE**, a single person, 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(s) or parcel(s) 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 0.056 acre (2,557 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2023.

[signature page follows]

GRANTOR:

Sasha M. Tingle

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2023 by Sasha M. Tingle 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**50.****Meeting Date:** 02/14/2023

Right of Way Planning

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Long-range Transportation Plan (LRTP), corridor projects and right-of-way acquisition.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 12:06 PM

Started On: 02/09/2023 11:52 AM

Commissioners Court - Regular Session**51.****Meeting Date:** 02/14/2023

Disaster January 31 2023 Ice Storm

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

Information**Agenda Item**

Deliberate, discuss, consider, receive information/situational updates and take any appropriate action on public health and safety related matters, issues, business and concerns resulting from and pertaining to the severe winter weather event experienced in Williamson County, Texas during the week of January 30th, 2023.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 10:11 AM

Started On: 02/09/2023 08:35 AM

Commissioners Court - Regular Session

53.

Meeting Date: 02/14/2023

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.
- y) Discuss the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas

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
- i) Lease of property located 747 County Rd. 138 Hutto, 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
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 10:06 AM

Started On: 02/08/2023 03:52 PM

Commissioners Court - Regular Session**54.****Meeting Date:** 02/14/2023

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 Fittipaldi
- b) Project Acropolis
- c) Project World
- d) Project Mellencamp
- e) Project Corgi
- f) Project Anniversary

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/09/2023

Reviewed By

Becky Pruitt

Date

02/09/2023 10:07 AM

Started On: 02/08/2023 03:53 PM