

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**March 28, 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 – 19 )

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0554.003120	PRINTER SUPPLIES	\$651.92
To	0100.0554.001114	CERTIFICATIONS	\$529.20
To	0100.0554.002010	FICA	\$40.48
To	0100.0554.002020	RETIREMENT	\$82.24

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 an Agreement between Williamson County and Hill Country Dog Center, LLC relating to the exchange between the parties of two Law Enforcement K9s for the Williamson County Sheriff's Office.
6. Discuss, consider and take appropriate action on an Amendment No. 1 to that certain Sub-recipient Agreement Between Williamson County and the Williamson County Crisis Center D/B/A Hope Alliance for the Temporary Auxiliary Emergency Shelter Project.
7. Discuss, consider, and take appropriate action on approving the agreement and the addendum between Williamson County Justice of the Peace, Pct. 3 and LexisNexis Risk Solutions in the amount of \$50.00 per month.

8. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No 19D and the County of Williamson, Texas.
9. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Shell Road Municipal Utility District and the County of Williamson, Texas.
10. Discuss, consider, and take appropriate action regarding approval and receipt of the Vehicle Reimbursement Agreement regarding the off-duty contracting of Deputy Constables for traffic control at the Red Poppy Charity Bike Ride on April 22, 2023.
11. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Adopt-A-Highway for off duty contracting of County Sheriff Deputies to be effective April 1, 2023. (One day trash cleanup along Hwy 183 near CR 212 in the Liberty Hill area).
12. Discuss, consider and take appropriate action approving a GOES DCS Systems Use Agreement for purposes of weather-related data collection in Williamson County.
13. Discuss, consider, and take appropriate action on approving purchase #2013163 between Williamson County and Tyler Technologies, Inc. for CivilServe annual support and maintenance for the amount of \$52,174.81, pursuant to Sourcewell contract #0903220-TTI.
14. Discuss, consider and take appropriate action on approving the quote #2023168 between Williamson County and Election Systems and Software, LLC (ES&S) for the amount of \$5,475.00, exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024 (a) (7) (D) captive replacement parts or components for equipment.
15. Discuss, consider, and take appropriate action on approving the service contract #2023167 for roof repairs at the Williamson County Annex Building, 211 Commerce Cove, Round Rock, TX 78664 in the amount of \$2,750.00 and the Williamson County Historic Courthouse, 710 S Main St, Georgetown, TX 78626 in the amount of \$950.00 for a total amount of \$3,700.00 by Parson Commercial Roofing, P.O. Box 21835, Waco, TX 76702, and authorizing the execution of this agreement.
16. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for an Architectural and Engineering firm for the Williamson County Regional Animal Shelter Expansion, under RFQ #23RFSQ61.
17. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 5 under Williamson County Contract between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for CR 255 from CR 254 to Ronald Reagan Blvd. This supplemental is to extend the expiration date to September 30, 2024. Funding source: P546.
18. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 6 under Williamson County Contract between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for CR 201 from Umbrella Sky to CR 200. This supplemental is to extend the expiration date to September 30, 2024. Funding source: P499.
19. Discuss, consider and take appropriate action on approval of the final plat for the Mansions Hutto private subdivision – Precinct 4.

## **REGULAR AGENDA**



20. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Mickayla Jayne Evelyn) who passed away in Williamson County, Texas where there has been an inquest by the Justice of the Peace Pct 4 and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.
21. Discuss, consider, and take appropriate action on a proclamation honoring George and Barbara Brightwell for their extraordinary service to Georgetown and the Williamson County communities, and naming the private drive around the Juvenile Justice Center as Brightwell Loop.
22. Discuss, consider, and take appropriate action on the approval of The Purpose Project grant resolution for Juvenile Services.
23. Discuss, consider, and take appropriate action on reclassifying three positions, PCN's 0845, 0857, and 0810, within Emergency Medical Services (EMS) from Paramedics to Emergency Medical Technicians - Basics (EMT-B).
24. Discuss, consider, and take appropriate action on a proposed plan for a shared cost structure for non-County dispatched agencies.
25. Discuss and take appropriate action on changing election precinct boundary lines to make existing Precinct 244 compliant under state law and create election Precinct 243.
26. Discuss, consider, and take appropriate action on awarding RFP# 23RFP43 to the highest scoring respondent, Austin Welder & Generator Service, Inc., to install 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, in the amount of \$165,796.00 for Sheriff Office & Jail, 508 Rock Street, Georgetown, TX 78626 and \$131,514.00 for Inner Loop Annex, 301 SE Inner Loop, Georgetown, TX 78626. The Funding Source is P614.
27. Discuss, consider, and take appropriate action on approving a 2022 CIP transfer to move \$25,000 from P571 (ESOC Parking Lot) to P614 (Jail Dock Stations Generators).
28. Discuss, consider and take appropriate action regarding prioritization of a potential congressional earmark project.
29. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of \$156,231.96 for Project T3346 Southeast Loop Segment 1 Phase 1 (James Construction Group) P: 463 Funding Source: Road Bond.
30. Discuss, consider, and take appropriate action regarding amending the Williamson County Long-Range Transportation Plan to address current and projected needs in the public interest.
31. Discuss, consider and take appropriate action on a real estate contract with Edward Allen Miller and Deborah K. Stanford-Miller for 0.068 acres needed as right of way on the CR 255 project (Parcel 15). Funding Source: TANS P588
32. Discuss, consider and take appropriate action on 2 relocation claims with Infinite Recovery who is being displaced due to the Liberty Hill Bypass project (Parcels 41/42). The relocation claims are for the reimbursement of the down payment to the tenant and a 50% initial payment of the total amount due for a Fire Suppression System being installed at the new location. Funding Source: Road Bonds P346

33. Discuss, consider and take appropriate action on a Consent and Development Agreement with Jarrell Estates TX, LP. and the Jarrell Estates Municipal Utility District No. 1 regarding the creation of the proposed municipal utility district and the donation of proposed right of way for Corridor J.
34. Discuss, consider and take appropriate action on a real estate contract with Crestway Storage and Parking LLC. for 0.232 acres needed as right of way on the Bagdad Rd./CR 279 project (Parcel 19). Funding Source: Road Bonds P 343
35. Discuss, consider and take appropriate action on appointing a 2023 Williamson County Citizen's Bond Committee.
36. Discuss, consider and take appropriate action on an update for the 88th Legislative Session.
37. 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.

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

38. 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
  - j) Discuss Right of Way for Southwestern Boulevard, Georgetown, 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.

**39. 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
- g) Project Glee
- h) Project Skyfall

**40. 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. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
3. 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

4. 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
5. 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
6. 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
7. 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
8. 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
9. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
10. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
11. 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
12. 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
13. 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
14. 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
15. 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
16. 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
17. 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
18. 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
19. 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
20. Cause No. 23-0297-C368; Texas Fair Defense Project v. Williamson County Sheriff's Office; In the 368th Judicial District Court of Williamson County, Texas

**c. EEOC/TWC matters:**

1. EEOC Charge No. 451-2023-00766 - 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 pertaining to DM Medical Billings, LLC.
5. Legal matters relating to proposed Hutto TIRZ #3.
6. Legal matters pertaining to nuisance abatement procedures.
7. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

41. 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).
42. 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).
43. 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)

44. Discuss and take appropriate action concerning economic development.
45. Discuss and take appropriate action concerning real estate.
46. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

**a. General:**

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.

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9. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
10. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas

11. 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
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13. 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
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15. 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
16. 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
17. 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
18. 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
19. 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
20. Cause No. 23-0297-C368; Texas Fair Defense Project v. Williamson County Sheriff's Office; In the 368th Judicial District Court of Williamson County, Texas

**c. EEOC/TWC matters:**

1. EEOC Charge No. 451-2023-00766 - 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 pertaining to DM Medical Billings, LLC.
5. Legal matters relating to proposed Hutto TIRZ #3.
6. Legal matters pertaining to nuisance abatement procedures.
7. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

47. 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.
48. Comments from Commissioners.
49. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

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Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 24th day of March 2023 at 11:00 A.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session****3.****Meeting Date:** 03/28/2023

Line Item Transfer for Constable 4

**Submitted By:** Brian Olson, Constable Pct. #4**Department:** Constable Pct. #4**Agenda Category:** Consent

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**Information****Agenda Item**

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

**Background**

This transfer will cover a shortfall of funds for the remainder of this fiscal year in line item 0100.0554.001114 (Certifications) for a newly hired Deputy Constable.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0554.003120	PRINTER SUPPLIES	\$651.92
To	0100.0554.001114	CERTIFICATIONS	\$529.20
To	0100.0554.002010	FICA	\$40.48
To	0100.0554.002020	RETIREMENT	\$82.24

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

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Brian Olson

Final Approval Date: 03/23/2023

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

03/22/2023 02:05 PM

03/23/2023 10:49 AM

Started On: 03/22/2023 10:48 AM



**Commissioners Court - Regular Session****4.****Meeting Date:** 03/28/2023

Compensation Items

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

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**Information****Agenda Item**

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

**Background**

See attached documentation for details.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Merit Report

Merit LIT

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**Form Review****Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 03/23/2023

**Reviewed By**

Rebecca Clemons

Becky Pruitt

**Date**

03/23/2023 08:38 AM

03/23/2023 10:02 AM

Started On: 03/23/2023 08:22 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	Chief Office Administrator.0028.001100.	03381	\$85,521.02	\$940.68	1.10	\$86,461.70	-	MERIT	31-Mar-23
911 Communications	TCO Specialist.0174.001100.	15584	\$57,291.27	\$1,718.75	3.00	\$59,010.02	-	MERIT	31-Mar-23
911 Communications	TCO Specialist.0170.001100.	15691	\$57,291.27	\$1,718.75	3.00	\$59,010.02	-	MERIT	31-Mar-23

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0475	001100	940.68	
01	0100	0475	001130		940.68
01	0100	0581	001100	3,437.50	
01	0100	0581	002010	262.97	
01	0100	0581	002020	534.19	
01	0100	8004	001130		3,437.50
01	0100	8004	002010		262.97
01	0100	8004	002020		534.19

**Commissioners Court - Regular Session****5.****Meeting Date:** 03/28/2023

K9 Ozzy Exchange

**Submitted For:** Bill Gravell**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an Agreement between Williamson County and Hill Country Dog Center, LLC relating to the exchange between the parties of two Law Enforcement K9s for the Williamson County Sheriff's Office.

**Background**

Williamson County purchased a Law Enforcement K9 named K9 Ozzy from the Hill Country Dog Center, LLC ("HCDC") to serve in the line of duty for the Williamson County Sheriff's Office ("WCSO"). The HCDC and WCSO have now determined that a different K9 named K9 Harvey would better serve and suit the needs of the WCSO. HCDC will be accepting the return of K9 Ozzy and will provide the WCSO with K9 Harvey at no cost to the county.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Agreement HCDC K9 Exchange

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 03/23/2023

**Reviewed By**

Becky Pruitt

**Date**

03/23/2023 09:54 AM

Started On: 03/22/2023 08:55 AM

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**AGREEMENT BETWEEN  
WILLIAMSON COUNTY  
AND  
HILL COUNTRY DOG CENTER, LLC**

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**THIS AGREEMENT** (hereinafter “Agreement”) 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 **Hill Country Dog Center, LLC** (hereinafter “HCDC”), a Texas Limited Liability Company, both of which are referred to herein as the Parties.

**RECITALS**

**WHEREAS**, County purchased a Law Enforcement K9 named K9 Ozzy from HCDC to serve in the line of duty for the Williamson County Sheriff’s Office (“WCSO”); and

**WHEREAS**, the Parties have now determined that a different K9 named K9 Harvey would better serve and suit the needs of the WCSO;

**WHEREAS**, HCDC has now agreed to accept the return of K9 Ozzy and provide the WCSO with K9 Harvey at no charge; and

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

**I.**

**Agreement:** Following the complete execution of this Agreement, County hereby agrees to assign, transfer and deliver K9 Ozzy unto HCDC and, in consideration of County’s return of said K9, HCDC hereby agrees to assign, transfer and deliver unto the County K9 Harvey to be used in the line of duty by the WCSO.

**II.**

**Effective Date:** This Agreement shall be in full force and effect as of the date of the last party’s execution below.

**III.**

**Consideration:** County and HCDC agree that the exchange of the K9s subject of this Agreement is mutually and equally beneficial to each party and that such even exchange shall serve as adequate consideration to each party.

**IV.**

**Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties.

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

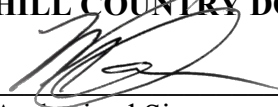
**WILLIAMSON COUNTY:**

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

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

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

**HILL COUNTRY DOG CENTER, LLC:**

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

\_\_\_\_\_  
Michael Clemenson, owner  
Printed Name

Date: 21 March \_\_\_\_\_, 2023

**Commissioners Court - Regular Session****6.****Meeting Date:** 03/28/2023

Hope Alliance Amendment

**Submitted For:** Cynthia Long**Submitted By:** Kathy Pierce, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an Amendment No. 1 to that certain Sub-recipient Agreement Between Williamson County and the Williamson County Crisis Center D/B/A Hope Alliance for the Temporary Auxiliary Emergency Shelter Project.

**Background**

After Hope Alliance commenced its Temporary Auxiliary Emergency Shelter Project, it was determined that an additional \$16,000 would be necessary for repairs. This amendment adds such additional funding.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Hope Amendment

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 03/23/2023

**Reviewed By**

Becky Pruitt

**Date**

03/23/2023 10:05 AM

Started On: 03/23/2023 08:26 AM

## AMENDMENT NO. 1

This Amendment No. 1 to that certain Subrecipient Agreement Between Williamson County and the Williamson County Crisis Center D/B/A Hope Alliance for the Temporary Auxiliary Emergency Shelter Project ("Amendment No.1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and The Williamson County Crisis Center D/B/A Hope Alliance, a Texas nonprofit corporation ("Subrecipient").

### RECITALS

**WHEREAS**, the County and Subrecipient previously entered into a Subrecipient Agreement Between Williamson County and the Williamson County Crisis Center D/B/A Hope Alliance for the Temporary Auxiliary Emergency Shelter Project, being executed to be effective as of February 28, 2023 (the "Contract");

**WHEREAS**, additional repair and maintenance funding in the amount of \$16,000.00 is needed for the Subrecipient's Temporary Auxiliary Emergency Shelter Project and it has become necessary to supplement, modify and amend the Contract.

### AGREEMENT

**NOW, THEREFORE**, premises considered, the County and the Subrecipient agree that the Contract is supplemented, amended and modified as follows:

#### **I. Amendment to Appendix B**

The **Appendix B - Program or Project Budget/Allowable Expenses** attached hereto as **Attachment "1"** shall supplant and replace the original **Appendix B - Program or Project Budget/Allowable Expenses** of the Contract.

#### **II. Terms of Contract Control and Extent of Amendment No. 1**

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.



IN WITNESS WHEREOF, the County and the Subrecipient have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

Williamson County Crisis Center  
D/B/A Hope Alliance:

By: Richard M. Brown

Printed Name: RICHARD M. BROWN

Title: CEO

Date: MARCH 23, 20 23

Williamson County, Texas:

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

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

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

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

# Attachment 1

## APPENDIX B

### Program or Project Budget/Allowable Expenses

<b>TEMPORARY AUXILIARY EMERGENCY SHELTER BUDGET ANNUAL BUDGET</b>	<b>2022 - 2023 SHELTER BUDGET</b>
<b>SHELTER CLIENTS</b>	<b>120</b>
<b>SHELTER NIGHTS OF SAFETY</b>	<b>4,400</b>
<b>SHELTER FTE</b>	<b>5</b>
Salaries Expense	240,000.00
Medicare Expense	3,356.06
Social Security Expense	14,348.20
Unemployment Expense	7,372.26
Worker's Compensation Expense	2,063.40
Retirement Benefit	2,547.28
Health	12,261.76
Health Subsidy	(2,914.80)
Life/LTD/AD&D	679.74
Dental	612.91
Total Payroll Expenses	<b>\$280,326.81</b>
Bank Expenses	
Bank Service Charge	6.78
Credit Card Processing Fees	784.08
Interest Expense	-
Interest on Lien	
Principal Paid YTD	
Total Bank Expenses	\$ 790.86
Operating Expenses	
Contract Labor	<b>0.00</b>
Professional and Audit Fees	1,200.00
Dues and Subscriptions	3,081.14
Interpreter Services	1,000.00
IT Services	4,000.00
New Hire Expense	6,900.00
Travel Expenses/Mileage	1,225.00
Staff Training & Development	1,750.00
Employee Acknowledgement	-
Office Supplies	1,101.58
Postage	150.00
Printing	200.00
Storage	1,500.00
Rent	-
Pest Control	540.00
Janitorial	6,300.00

Termite Renewal	100.00
Maintenance/Repairs	24,000.00
Security	3,500.00
Communications	3,301.85
Electricity	3,877.81
Water	587.58
Wastewater	615.65
Gas	741.49
Trash Disposal	3,285.39
Program Expense	77.44
Supplies	1,341.65
Groceries	7,225.00
Client Services Expense	9,180.51
Insurance Expense	5,324.97
Furniture Fixtures and Equipment	25,000.00
Computer/Software	6,000.00
Total Operating Expenses	\$107,107.06
Total Expenses	\$412,224.73

Requesting six-months of annual budget above, or \$194,112 for six months of shelter operation.

**Commissioners Court - Regular Session**

7.

**Meeting Date:** 03/28/2023

Approval of Agreement for Subscription Services with LexisNexis and Justice of the Peace, Pct. 3

**Submitted For:** Evelyn McLean**Submitted By:** Cherie Vasquez, J.P. Pct. #3**Department:** J.P. Pct. #3**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the agreement and the addendum between Williamson County Justice of the Peace, Pct. 3 and LexisNexis Risk Solutions in the amount of \$50.00 per month.

**Background**

The approval of this agreement, Schedule A - Accurint for Law Enforcement (Transactional) will allow JP3 staff to perform various searches to locate and track defendants in addition to verifying personal identifier information. This agreement has a beginning date of February 1, 2023 for 12 months. The subscription will automatically renew for additional periods of (12) months unless agreement is terminated. The cost per month is \$50.00 or cost per search over the minimum \$50.00. Without the signed agreement, a flat rate of \$200.00 will be established regardless of usage. This is a renewal of services currently being utilized by JP3 staff. The line item to be charged is 0372.0453.004210. The point of contact is Crystal Kaderka.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Accurint Schedule A

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Cherie Vasquez

Final Approval Date: 03/23/2023

**Reviewed By**

Becky Pruitt

**Date**

03/23/2023 10:07 AM

Started On: 03/23/2023 09:42 AM

**LexisNexis Risk Solutions**

**SCHEDULE A**  
**Accurint for Law Enforcement**  
**(Transactional)**

Customer Name:	<u>Williamson County Justice of the Peace PCT3</u>
Billgroup #:	<u>ACC-1452310</u>
LN Account Manager:	<u>Brendan Willett</u>

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Law Enforcement services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all applicable LexisNexis Risk Solutions entities shall be individually and collectively referred to as "LN". Customer acknowledges that the services provided under this Schedule A are non-FCRA services.

**1. SCHEDULE A TERM**

The term of this Schedule A will be 12 months beginning February 1, 2023 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

**2. ACCURINT FOR LAW ENFORCEMENT FEES**

**2.1** Customer shall pay the prices detailed in the attached Price Schedule.

**2.2 Minimum Payment:** Customer shall pay to LN each month the greater of: (i) actual transactional charges or; (ii) the monthly minimum commitment of \$50.00 ("Monthly Minimum Commitment").

**3. EXPIRATION**

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **March 2, 2023**.

**4. CLOUD SERVICES**

LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to Microsoft Azure Cloud services. Should you have questions regarding this plan, please document and send them via email to [cloudquestions@lexisnexisrisk.com](mailto:cloudquestions@lexisnexisrisk.com).

**5. CONFIDENTIAL INFORMATION**

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

**AGREED TO AND ACCEPTED BY: Williamson County Justice of the Peace PCT3**

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

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

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

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

# Accurint for Law Enforcement

(Updated September 22, 2022)  
(Plan 58)

(Pricing is per hit unless otherwise indicated. All features priced \$0.35 or less are not discountable, in addition to any feature indicated as not discountable)

<b>PRICE SCHEDULE (Transactional)</b>	
<b>ACCURINT FOR LAW ENFORCEMENT FEATURES</b>	<b>PRICE</b>
Advanced Motor Vehicle Search (charged per search)	\$1.00
Advanced Person Alerts Update	\$0.35
Advanced Person Search	\$0.75
Automated Valuation Model (AVM) Report	\$5.00
Associates ("Next Steps")	\$1.00
Bankruptcies, Liens & Judgments Search (charged per search)	\$0.50
Bankruptcy Search (charged per search)	\$0.25
Bankruptcy Report	\$1.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$2.00
Business Credit (charged per search) (not discountable)	\$0.25
Business Credit Report	\$20.00
Business Search (charged per search) (not discountable)	\$0.35
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included) (charged per search)	\$2.00
CLIA Report	\$0.25
Concealed Weapons Permit	\$0.25
Corporation Filings (Report Included Except In Delaware)	\$1.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records (charged per search)	\$1.00
Criminal Records Report	\$1.00
DEA Controlled Substances License Search	\$0.25
Death Records (charged per search)	\$0.25
Death Records Report (charged per search)	\$1.00
Delaware Corporations (not discountable)	\$1.00

Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00
Driver Licenses	\$0.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search Premium (not discountable)	\$0.40
FAA Aircraft (Report Included)	\$0.25
FAA Pilots (Report Included)	\$0.25
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search (charged per search)	\$3.00
Federal Firearms & Explosives	\$0.25
Federal Employer ID Numbers (FEIN)	\$0.50
Fictitious Business Name	\$0.50
Foreclosures Search (Report Included)	\$1.00
Hunting/Fishing Licenses	\$0.25
InstantID Q&A (charged per search)	\$1.30
Law Enforcement Location Report (charged per search)	\$1.00
Liens & Judgments (charged per search)	\$0.25
Liens & Judgments Report	\$1.00
Marriages / Divorces Search	\$1.00
Motor Vehicles Search	\$0.75
Motor Vehicles Report	\$1.00
MVR Wildcard Search	\$1.00
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$1.00
NCPDP (National Council for Prescription Drug Programs) Search (charged per search)	\$0.50
NCPDP (National Council for Prescription Drug Programs) Report (charged per search)	\$1.50
Neighbors ("Next Steps") (not discountable)	\$0.25
NPI Data Search (not discountable)	\$0.25
NPI Report	\$0.50
Passport Validation (charged per search)	\$1.00
People At Work Search	\$1.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$3.00
-51 - 250	\$15.00
-251 - 500	\$30.00
-501 - 1,000	\$60.00
-1,001 - 5,000	\$300.00
-5,001 - 25,000	\$1,500.00
-25,001 - 100,000	\$6,000.00
Professional Licenses (Report Included) (charged per search)	\$1.00
Property Deed Search	\$1.00
Property Assessment Search	\$1.00

Property Assessment Report	\$1.00
Property Deed Report (excluding Deed Image)	\$1.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$2.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$2.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$1.00
Relatives, Neighbors & Associates ("Next Steps")	\$2.00
Relavint Visual Link Analysis (Per Diagram) (not discountable)	\$2.00
Satellite Image Search	\$0.00
Sexual Offenders (Report Included) (charged per search)	\$1.00
USA Patriot Act (charged per search) (not discountable)	\$0.25
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.25
Watercraft	\$0.50
Watercraft Report	\$1.00
WorkPlace Locator (not discountable)	\$3.50
<b>Reports</b>	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$3.50
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$6.00
Additional Report Options:	--
-Real Time Phone Search (not discountable)	\$0.50
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).	\$3.50
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Email Search Premium, Bankruptcy Filings And Corporate Affiliations.	\$3.50
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate	\$0.50



Affiliations Indicator.	
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.50
Additional Report Options:	--
-Bankruptcy (charged per search)	\$1.00
-Businesses At Address	\$0.25
-Concealed Weapons Permit Search	\$0.25
-Criminal Records Search (charged per search)	\$1.00
-Criminal Records Report	\$1.00
-Driver Licenses At Address	\$0.75
-Hunting/Fishing License Search	\$0.25
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles Registered At Address	\$0.75
-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors At Address	\$0.25
-Property Ownership Current / Previous	\$1.00
-Sexual Offenders Search (Report Included) (charged per search)	\$1.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.50
-Liens and Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-UCC Filings	\$0.50
-Watercraft	\$1.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.50
Additional Report Options:	--
-Associates	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Criminal Records (charged per search)	\$1.00
-DEA Controlled Substances License Search	\$0.25
-Driver Licenses Information	\$0.75
-Email Search Premium (not discountable)	\$0.40
-Federal Firearms & Explosives License Search	\$0.25
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.75

-National Motor Vehicle Accident Search & Report	\$3.00
-Neighborhood Profile (2010 Census)	\$0.50
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.25
-People At Work	\$1.00
-Phones Plus	\$0.50
-Professional Licenses (Report Included) (charged per search)	\$1.00
-Properties	\$1.00
-Real Time Phone Search (not discountable)	\$0.50
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$1.00
-Sexual Offenders (charged per search)	\$1.00
-Supplemental Data Sources (charged per search)	\$1.00
-UCC Filings	\$1.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25

-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
<b>Online Batch</b>	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

**Commissioners Court - Regular Session****8.****Meeting Date:** 03/28/2023

Tax Collection Agreement

**Submitted For:** Larry Gaddes**Submitted By:** Mary Greenway, County Tax Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No 19D and the County of Williamson, Texas.

**Background**

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The original documents of the Tax Collection Agreement with the Williamson County Municipal Utility District No. 19D requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Tax Collection Agreement

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Mary Greenway

Final Approval Date: 03/22/2023

**Reviewed By**

Becky Pruitt

**Date**

03/22/2023 02:54 PM

Started On: 03/22/2023 01:47 PM

**THE STATE OF TEXAS                    §            TAX COLLECTION AGREEMENT**  
**§**  
**COUNTY OF WILLIAMSON           §**

WHEREAS the Williamson County Municipal Utility District No. 19D and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Williamson County Municipal Utility District No. 19D, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County



sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

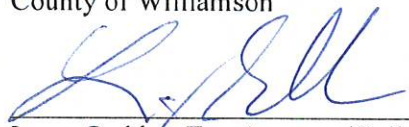
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

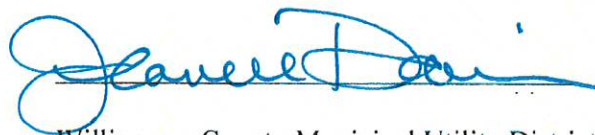
Executed February 14, 2023.

COUNTY OF WILLIAMSON

\_\_\_\_\_  
Bill Gravell, County Judge  
County of Williamson

  
\_\_\_\_\_  
Larry Gaddes, Tax Assessor/Collector,  
County of Williamson





Williamson County Municipal Utility District No 19D

**Commissioners Court - Regular Session****9.****Meeting Date:** 03/28/2023

Tax Collection Agreement

**Submitted For:** Larry Gaddes**Submitted By:** Mary Greenway, County Tax Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Shell Road Municipal Utility District and the County of Williamson, Texas.

**Background**

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The original documents of the Tax Collection Agreement with the Shell Road Municipal Utility District requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Shell Road MUD

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Mary Greenway

Final Approval Date: 03/22/2023

**Reviewed By**

Becky Pruitt

**Date**

03/22/2023 03:03 PM

Started On: 03/22/2023 02:51 PM



THE STATE OF TEXAS

§  
§  
§

TAX COLLECTION AGREEMENT

COUNTY OF WILLIAMSON

WHEREAS, the Shell Road Municipal Utility District and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Shell Road Municipal Utility District, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective

the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

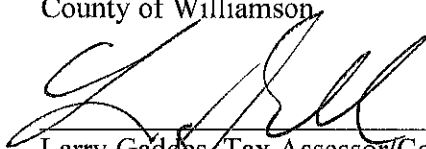
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

Executed \_\_\_\_\_, 20\_\_\_\_\_.

COUNTY OF WILLIAMSON

\_\_\_\_\_  
Bill Gravell, County Judge  
County of Williamson

  
\_\_\_\_\_  
Larry Gaddes, Tax Assessor/Collector,  
County of Williamson

  
\_\_\_\_\_  
, President  
Shell Road Municipal Utility District

RESOLUTION NO. \_\_\_\_\_

**AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON  
FOR COLLECTION OF TAXES**

WHEREAS, the Shell Road Municipal Utility District desires to levy an ad valorem tax in each fiscal year; and

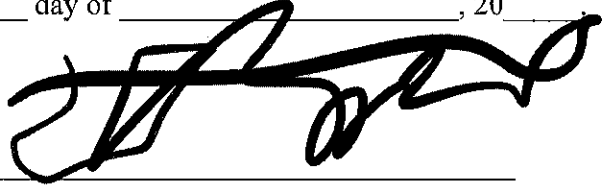
WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the Shell Road Municipal Utility District finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE Shell Road Municipal Utility District THAT:

The President of Shell Road Municipal Utility District is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



\_\_\_\_\_, President  
Shell Road Municipal Utility District

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES**

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with Shell Road Municipal Utility District for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor/Collector are hereby authorized and directed to enter into a contract with Shell Road Municipal Utility District in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Bill Gravell, County Judge  
County of Williamson

**Commissioners Court - Regular Session****10.****Meeting Date:** 03/28/2023

Red Poppy Charity Bike Ride Vehicle Usage Agreement

**Submitted By:** Brian Olson, Constable Pct. #4**Department:** Constable Pct. #4**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding approval and receipt of the Vehicle Reimbursement Agreement regarding the off-duty contracting of Deputy Constables for traffic control at the Red Poppy Charity Bike Ride on April 22, 2023.

**Background**

This agreement gives permission for the Red Poppy Charity organization to contract Deputy Constables in a private capacity and for the County to invoice them for vehicle usage.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

2023 Red Poppy Agreement

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Brian Olson

Final Approval Date: 03/21/2023

**Reviewed By**

Becky Pruitt

**Date**

03/21/2023 08:09 AM

Started On: 03/20/2023 10:15 AM

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

**(Special Event Form)**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***
2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain event general liability insurance for the 24-hour period covering each day of the event. Such temporary policy shall be from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall be for the day or days of the event as follows: **April 22, 2023**, and shall terminate on the last day of the event. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting “off-duty” work must be both “full time” and “entitled” to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and “reserve” officers may not conduct “off-duty” work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION’s fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA as soon as possible after conclusion of the event. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

**LEA:** At the address set forth on signature page below.

**COUNTY:** Williamson County Auditor’s Office  
Attn: Finance Director  
710 Main Street, Suite 301  
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.
10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.



**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: Red Poppy Charity Bike Ride

Signature: Rick Andersen

Printed Name: RICK ANDERSEN

Title: Safety Official

Date: March 17, 2023

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Williamson County Constable Pct 4

Signature of Official: Paul Lee Leal

Printed Name: Constable Paul Lee Leal

Date: March 17, 2023

Address of Office: 412 Vance Street, Taylor, TX 76574

\_\_\_\_\_

COUNTERPART SIGNATURE PAGE  
REGARDING COUNTY-VEHICLE USE  
DURING OFF-DUTY SERVICES OF  
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR  
CONFIRMATION OF BUDGETARY AUTHORIZATION  
RELATED TO USE OF  
VEHICLES FOR OFF-DUTY WORK<sup>1</sup>

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: \_\_\_\_\_  
Williamson County Judge or  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

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

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<sup>1</sup> Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session****11.****Meeting Date:** 03/28/2023

Adopt A Highway Vehicle Reimbursement Agreement for County Sheriff

**Submitted For:** Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Adopt-A-Highway for off duty contracting of County Sheriff Deputies to be effective April 1, 2023. (One day trash cleanup along Hwy 183 near CR 212 in the Liberty Hill area).

**Background**

This agreement gives permission for Adopt-A-Highway to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on April 1, 2023 and will terminate the end of that same day.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Adopt-A-Highway

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 03/23/2023

**Reviewed By**

Becky Pruitt

**Date**

03/23/2023 10:02 AM

Started On: 03/23/2023 07:06 AM

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

(Special Event Form)

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain event general liability insurance for the 24-hour period covering each day of the event. Such temporary policy shall be from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall be for the day or days of the event as follows: April 1st 2023, and shall terminate on the last day of the event. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA as soon as possible after conclusion of the event. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA:

At the address set forth on signature page below.

COUNTY:

Williamson County Auditor's Office  
Attn: Finance Director  
710 Main Street, Suite 301  
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.
10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: Adopt-a-Highway

Signature: 

Printed Name: Emerardo Suarez

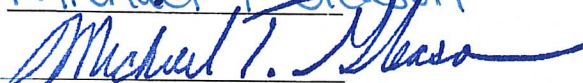
Title: Son

Date: March, 22, 2023

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: 

Date: March 22, 2023

Address of Office: 508 S. Rock St.  
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE  
REGARDING COUNTY-VEHICLE USE  
DURING OFF-DUTY SERVICES OF  
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR  
CONFIRMATION OF BUDGETARY AUTHORIZATION  
RELATED TO USE OF  
VEHICLES FOR OFF-DUTY WORK<sup>1</sup>

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: \_\_\_\_\_  
Williamson County Judge or  
Presiding Officer, Williamson County Commissioners Court  
710 Main Street, Suite 105  
Georgetown, Texas 78626

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

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<sup>1</sup> Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session****12.****Meeting Date:** 03/28/2023

Approving GOES DCS Systems Use Agreement

**Submitted By:** Michael Shoe, Emergency Management**Department:** Emergency Management**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action approving a GOES DCS Systems Use Agreement for purposes of weather-related data collection in Williamson County.

**Background**

The United States of America currently operates Geostationary Operational Environmental Satellites (GOES) that are an integrated system of earth and space environmental sensors which provide nearly continuous observational information to ground-based user stations. The GOES Data Collection System (GOES DCS) is operated by the United States' National Oceanic and Atmospheric Administration (NOAA). The system consists of instruments provided by NOAA, which are flown aboard NOAA geostationary satellites, user supplied data collection platforms (DCPs), and NOAA's DCS Advanced Data Dissemination System (DADDS) data and user management system. Users may also receive data directly from the GOES satellite through Direct Readout Ground Systems (DRGS), or from NOAA's rebroadcast of the data through communications satellites or systems. The Emergency Management Department is implementing a flood and fire monitoring system in the county. The data obtained through participation in GOES DCS will be used by the National Weather System and the Texas Forrester Service for weather and fire danger forecasting. The data will also support the flood monitoring system being implemented countywide by the Emergency Management Department, as well as assist by providing forecasting of anticipated weather, future and current flood forecasting, and daily fire danger for the Emergency Management Department's decisions for resource allocations.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

WILCO SUA Submission  
GOES Platform Export  
DCP Assignments Policy  
Update and retrieve information

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Michael Shoe

Final Approval Date: 03/21/2023

**Reviewed By**

Becky Pruitt

**Date**

03/21/2023 08:10 AM

Started On: 03/20/2023 03:28 PM





# GOES DCS System Use Agreement

## General Information

The following is the GOES Data Collection System (DCS) System Use Agreement submitted for GOES DCS access. The Approving Authority has signed and approved this agreement. This SUA is valid for 5 years (1 year for Manufacturers) from the approval date. The policies governing the use of the GOES DCS are printed at the end of this agreement.

<b>SUA ID:</b>	110278	<b>SUA GROUPS (1):</b>	WILCO1
<b>STATUS:</b>	ACTIVE	<b>LAST UPDATE:</b>	3/16/2023
<b>ORGANIZATION:</b>	WILLIAMSON COUNTY	<b>ORGANIZATION TYPE:</b>	DOMESTIC
<b>DEPARTMENT:</b>	EMERGENCY MANAGEMENT	<b>PROGRAM:</b>	FLOOD/FIRE MONITORING
<b>DOMAIN:</b>	GOVERNMENT	<b>RENEW DATE:</b>	
<b>REQUESTER:</b>	MICHAEL SHOE	<b>REQUEST DATE:</b>	03/07/2023
<b>APPROVER:</b>	THOMAS RENKEVENS	<b>APPROVED DATE:</b>	03/16/2023
<b>EXPIRED DATE:</b>	03/16/2028	<b>CANCELLED DATE:</b>	03/16/2028
<b>DESCRIPTION:</b>	FLOOD AND FIRE MONITORING SYSTEM BEING IMPLEMENTED THIS YEAR. THIS DATA WILL BE CONSUMED BY THE NWS AND THE TEXAS FOREST SERVICE (TFS) FOR WEATHER AND FIRE DANGER FORECASTING. THE DATA WILL ALSO SUPPORT THE FLOOD MONITORING SYSTEM THAT I AM IMPLEMENTING COUNTYWIDE. THE DATA WILL ASSIST MY COUNTY BY PROVIDING FORECASTING OF ANTICIPATED WEATHER, FUTURE AND CURRENT FLOOD FORECASTING, AND DAILY FIRE DANGER FOR ME TO MAKE DECISIONS FOR RESOURCE ALLOCATIONS.		

## Program Contact

**NAME:** MICHAEL SHOE  
**EMAIL:** MICHAEL.SHOE@WILCO.ORG  
**PHONE:** 512-864-8267  
**ADDRESS:** 911 TRACY CHAMBERS LANE GEORGETOWN, TX 78626

## Maintenance Contact

**NAME:** MICHAEL SHOE  
**EMAIL:** MICHAEL.SHOE@WILCO.ORG  
**PHONE:** 512-864-8267  
**ADDRESS:** 911 TRACY CHAMBERS LANE GEORGETOWN, TX 78626

## Operations Contact

**NAME:** MICHAEL SHOE  
**EMAIL:** MICHAEL.SHOE@WILCO.ORG  
**PHONE:** 512-864-8267  
**ADDRESS:** 911 TRACY CHAMBERS LANE GEORGETOWN, TX 78626

## **Final User Contact**

**NAME:** MICHAEL SHOE

**EMAIL:** MICHAEL.SHOE@WILCO.ORG

**PHONE:** 512-864-8267

**ADDRESS:** 911 TRACY CHAMBERS LANE GEORGETOWN, TX 78626

## **Technical Information**

**PROGRAM TYPE:** METEOROLOGY

**PARAMETERS:** RELATIVE HUMIDITY, TEMP, WIND SPEED, WIND DIRECTION, RAINFALL, FIRE FUEL, LIGHTNING

**START DATE:** 06/01/2023

**END DATE:** 03/01/2030

**DATA DELIVERY:** UNK

**DEPLOY DETAILS:** JUNE 2023, AFTER RECEIVING THE EQUIPMENT THAT IS ANTICIPATED IN MAY, 2023.

**PLATFORM TYPES**

TIMED: 4

RANDOM: 0

BOTH: 0

EMERGENCY: 0

**PLATFORM CONFIG**

DATA RATE: 300

DATA FORMAT: A

DATA LENGTH: 5

REPORT TIME: 0 HOURS

REPORT INFO: THERE IS MINIMAL AVAILABLE DATA FOR CONSUMPTION BY THE NWS FOR WEATHER FORECASTING. I AM SURE I HAVE SELECTED THE WRONG INFORMATION FOR THE PROVIDED FIELDS AND WOULD LOVE TO DISCUSS WITH SOMEONE AT 512-688-0076. THANKS!

## **I. Background**

The GOES Data Collection System (GOES DCS) is operated by the United States' National Oceanic and Atmospheric Administration (NOAA). The GOES DCS System is managed by NOAA's Office of Satellite Data Processing and Distribution (OSDPD). The system consists of instruments provided by NOAA, which are flown aboard NOAA geostationary satellites, user supplied data collection platforms (DCPs), and NOAA's DCS Advanced Data Dissemination System (DADDS) data and user management system. Users may also receive data directly from the GOES satellite through Direct Readout Ground Systems (DRGS), or from NOAA's rebroadcast of the data through communications satellites or systems. NOAA is authorized to enter this agreement under the authority granted to it in 15 USC 313 and 49 USC 44720.

## **II. GOES DCS System Use Policy**

### **1. Scope**

- a. This policy applies to any person who operates or proposes to operate data collection platforms to be used with the GOES DCS either directly, or through an affiliate or subsidiary.
- b. These policies apply to all existing GOES DCS users, as well as all future agreements for the use of GOES DCS.

### **2. Definitions**

For the purposes of this agreement and policy:

- a. Approving Authority means NOAA, which is represented by the Director, Office of Satellite Data Processing and Distribution for the GOES DCS.
- b. Assistant Administrator means the Assistant Administrator for Satellite and Information Services, NOAA, and his or her designee.
- c. Environmental data means environmental measurement data for the purpose of using the GOES DCS.
- d. Environmental measurement data means data that relates to the characteristics of the Earth and its natural phenomena by helping to better understand, evaluate, or monitor its natural resources.
- e. Government interest means that the use is determined in advance to be of interest to one or more governmental entities of the United States, or a state or local government.
- f. Government user means agencies of international governmental organizations, national government, or any subdivision thereof, or any of those agencies' contractors or grantees, so long as the contractor is using the data collected by the GOES DCS to fulfill its contractual obligations to the government agency, or in the case of a grantee, that these data are being used in accordance with the statement of work for the award.
- g. Non-profit user means a not-for-profit academic, research, or other non-governmental organization, which is using the data for non-commercial educational and/or scientific purposes.
- h. Operational use means the use of data in a situation where the utility of the data are significantly reduced if not collected or delivered in a specific time window. This includes situations where extensive preparation work is in place, and a delay in the acquisition of data would jeopardize the project.
- i. Platform compatibility means the compatibility of the platform with the space segment of the system, and include elements such as message length and composition, signal strength, and transmission protocol (e.g. continuous versus event driven).
- j. Sensitive use means the use of the GOES DCS where users' requirements dictate the use of a government system, such as national security, homeland security, law enforcement, and humanitarian operations.
- k. Episodic use means the use of the GOES DCS for short events where there is a significant possibility of loss of life, such as for Arctic expeditions or scientific campaigns into remote areas.
- l. Testing use means the use of the GOES DCS System by manufacturers of platforms for use in conjunction with the GOES DCS, for the limited purpose of testing and certifying the compatibility of new platforms with the

technical requirements of the GOES DCS.

- m. User means the entity and/or organization which owns and/or operates user platforms for the purpose of collecting and transmitting environmental data through the GOES DCS.
- n. User platform means devices, designed in accordance with the specifications delineated and approved by the Approving Authority, used for the in-situ collection and subsequent transmission of data via the GOES DCS. Those devices which are used in conjunction with the GOES DCS System are referred to as data collection platforms (DCPs).
- o. User requirement means the requirement expressed and explained in the GOES DCS System Use Agreement.

### **3. Use of GOES Data Collection System**

- a. Use of the GOES DCS will only be authorized in accordance with the conditions and requirements set forth in paragraphs (b), (c), and (d) of this section.
- b.
  1. Use of the GOES DCS will only be authorized where it is determined that there are no commercial space-based systems available to meet the user's requirements.
  2. A determination under (b)(1) above must be based on such factors as satellite coverage, accuracy, data throughput, platform power consumption, size and weight, service continuity and reliability, platform compatibility, system access mode and, in the case of government agencies, cost-effectiveness.
- c.
  1. Except as provided in paragraphs (2), (3) and (4) of this section, the GOES DCS shall only be used for the collection of environmental data by government and/or non-profit users.
  2. Non-government, environmental use of the GOES DCS is only authorized where there is a government interest in the collection and/or receipt of the data.
  3. Except as provided in paragraph (c)(4) of this section, non-environmental use of the GOES DCS is only authorized for government use, and non-profit use where there is a government interest. The GOES DCS will continue to be predominantly used for environmental applications. Non-environmental use of the system shall be limited to sensitive use, and to episodic use as defined below in (c)(4) of this section.
  4. Episodic use of the GOES DCS may also be authorized in specific instances where there is a significant possibility for loss of life. Such use shall be closely monitored.
  5. Testing use of the GOES DCS will only be authorized for manufacturers of GOES DCS platforms that require access to the system in order to test and certify prototype and production models.
- d. In the event that the GOES DCS capacity limitations require that priority determinations be made, applicants will be admitted to use the GOES DCS in accordance with the following priority:
  1. NOAA programs or users whose data are required for implementation of NOAA programs, as determined by the Assistant Administrator, will be accorded first priority.
  2. Users whose data are desired to support NOAA programs will be accorded second priority.
  3. Users whose data and/or use of the GOES DCS will further a program of an agency or department of the U.S. Government, other than NOAA, will be accorded third priority.
  4. Users whose data are required by a state or local government of the United States will be accorded fourth priority.
  5. Users whose data involves testing of the GOES DCS will be accorded fifth priority.
  6. No other usage will be authorized for the GOES DCS.

### **4. GOES Data Collection System Use Agreements**

- a. In order to use the GOE DCS System, each user must have an agreement with the approving authority.
- b. These agreements will address, but may not be limited to, the following matters:
- c. The extent of the availability of commercial space-based services which meet the user's requirements, and the reasons for necessitating the use of the GOES DCS.
- d. The approving authority shall evaluate user requests and conclude agreements for use of the GOES DCS.
- e. The period of agreements for use of the GOES DCS shall be as follows:

### **5. Treatment of Data**

All GOES DCS users must agree to permit GOES participating agencies, and their governments' agencies, the full, open and timely use of all environmental data collected from their platforms. This may include the international

distribution of environmental data under the auspices of the World Meteorological Organization. Any proprietary data will be protected in accordance with applicable laws.

## **6. Technical Requirements**

- a. All platform operators of the GOES DCS must use a data collection platform radio set whose technical and design characteristics are certified to conform to applicable specifications and regulations.
- b. All platform operators are responsible for all costs associated with the procurement and operation of the platforms, and for the acquisition of data from those platforms, either directly from the satellite or from the applicable data processing system.

### **III. Understandings**

- a. The approving authority reserves the right to terminate or suspend the user's participation in this program in the event of spacecraft or ground equipment limitations requiring curtailment or elimination of services.
- b. DCPs which the user plans to implement as part of the GOES DCS are subject to type-certification by the operator before deployment. However, such certification does not imply any judgment or endorsement as to the DCP's performance.

### **IV. User Responsibilities**

The user shall:

- a. Notify the operator of any changes to the program within a reasonable amount of time.
- b. Obtain and utilize DCPs manufactured and type-certified in accordance with the specifications and rules stipulated in the GOES Data Collection Platform Transmitter Certification Standards document available from the operator on request, or from the DCS websites.
- c. Obtain authorization from the appropriate national authorities to transmit on the frequency specified in the user's platform assignments.
- d. Comply with all applicable laws and regulations, and the terms and conditions for operation of the system which has been agreed to by the approving authority, and which shall be available upon request.
- e. Maintain current information in the DCS databases describing parameters of all platforms, including proper location and emergency contact information.
- f. Make all reasonable efforts to deactivate platforms which are either performing outside of the system specifications, malfunctioning in a manner that interferes with other platforms or system operation general, or belong to a program that has been terminated.

### **V. Operator Responsibilities**

The operator shall:

- a. Oversee the collection, processing, and transmission of GOES DCS data.
- b. Notify the user of any changes to the established operational plan. Notification will normally be given prior to the initiation of changes except when sudden, abnormal spacecraft or operational conditions precludes providing prior notification. In any event, notification will be made as soon as possible.
- c. Notify the user, by the most efficient means available, whenever the GOES system monitoring indicates that a platform is performing outside of the system specifications, or is malfunctioning in a manner that interferes with other platforms or general system operations. Once notified, users must make every reasonable effort to deactivate the platform or correct the problem.

### **VI. Disclaimers**

- a. The operator will make every effort to maintain the GOES DCS in full operation at all times, subject to the availability of appropriations. The operator will bear no responsibility for any losses as a result of the GOES DCS being unavailable.
- b. The operator can not guarantee the timeliness of data dissemination, the accuracy of the data provided, or the suitability of any application what-so-ever, and cannot be held responsible for any damage, including loss of life, resulting from defective operation of the GOES DCS.
- c. In the event of damage being suffered by the goods or personnel of the user or any third parties, and insofar as such damage arises out of the use of the equipment, the operator shall not be held liable.
- d. The user agrees to not make any claim, or bring any action, against the operators or any of their employees or agents. In addition, the user agrees to indemnify and hold each such entity and/or individual harmless against any



such claim or action brought by any third party. Any award of damages, loss, or other expense incurred in connection therewith (including attorney's fees) where such claim or action is based, directly or indirectly, in whole or in part, on the use of the GOES DCS. Indemnification shall not be applicable in those instances where the user is not allowed by applicable law to indemnify.

## **VII. Period of Use & Termination**

- a. Either party to the GOES DCS System Use Agreement may request amendments by letter to the signatories of this System Use Agreement, and such amendments will take effect upon consent of all parties involved.
- b. Within 30 days of the expiration of the approved period of use, users may request to renew the System Use Agreement. These agreements will be renewed in accordance with all applicable laws and regulations. Renewal is not automatic, however, and there may be instances when System Use Agreements will not be renewed.

## **VIII. Dispute Settlement**

In the case of any disputes arising out of the terms of this agreement, the matter will be referred to the appropriate approving authority. Policies and Procedures Regarding Use of NOAA Space-Based Data Collection Systems (15 CFR 911) explains the system use policy for using the GOES DCS to ensure that the Government will not allow space-based data collection systems to be used where there are commercial space-based services available that fulfill users' requirements. The regulation contains the minimum amount of information requirements necessary to determine if a user meets these criteria, and is thereby granted use of the GOES DCS. In accordance with the regulation, responses to the collection of information are mandatory to conclude agreements for use of the GOES DCS. A standard part of the system use agreement with accepted applicants is that the user must provide free and open access to the data they collection by U.S. Government agencies. No confidentiality id promised or provided.

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

GOES DCS Program Office  
NOAA Satellite Operations Facility (NSOF), RM1629  
1315 East West Hwy  
Silver Spring, MD 20746

Notwithstanding any other provision of the law, no person is required to respond to, nor shall any person be subject to a penalty for a failure to comply with collection of information, subject to the requirements of the Paperwork Reduction Act, unless that collection of information displays a valid OMB control number.

## **IX. Return To**

GOES DCS SUA Processing Unit  
NOAA Satellite Products & Services Division  
1315 East West Highway  
Silver Spring, MD 20746

## **IX. For Support**

Phone: 301-817-4563  
Email: [goes.dcs@noaa.gov](mailto:goes.dcs@noaa.gov)

ADDRESS	GROUP	LOCATION	P	TYPE	PCHAN	S	TYPE	SCHAN	RATE	CNTRY
C2E00212	WILCO1	ASSGN2023	I	S	20		R	124	300	US
C2E00CC0	WILCO1	ASSGN2023	I	S	20		R	124	300	US
C2E01164	WILCO1	ASSGN2023	I	S	20		R	124	300	US
C2E01FB6	WILCO1	ASSGN2023	I	S	20		R	124	300	US

STATE	FIRST	PERIOD	WINDOW	COMPL	STATUS	LAST ACTIVE
USTX	00:17:00	01:00:00	00:00:06	N	U	---
USTX	00:17:06	01:00:00	00:00:06	N	U	---
USTX	00:17:12	01:00:00	00:00:06	N	U	---
USTX	00:17:18	01:00:00	00:00:06	N	U	---

# Policy on DCP Assignments

- Assignments should only be requested for definite deployments within 6 months (units should already be purchased).
  - Contact Letecia to discuss time slot availability at any time
- IDs that remain unused for 1 year *will* be reclaimed (effective June 1)
  - reapply for DCP IDs as needed
- IDs that are inactive for 3 years *will* be reclaimed after June 1, 2021.
- IDs that have been inactive for more than 5 years *will be* reclaimed immediately.
- Before using an ID that has been unused or inactive for more than 1 year, consult the DADDS to ensure that it is still on an active channel.

A satellite with solar panels is shown in the foreground on the left, set against a backdrop of the Earth from space. The title text is overlaid on the upper half of the image.

# How to Update Platform Description Tables (PDTs)

Within the  
DCS Administration and Data Distribution System (DADDS)

Letecia Reeves, GOES DCS Customer Services Manager  
[Letecia.Reeves@noaa.gov](mailto:Letecia.Reeves@noaa.gov)





# DADDS Training Topics

- DADDS Access Levels
- Platform Description Table (PDT) Updates
  - Manual
  - Batch file submission

# DADDS Web Pages

DADDS is available on 4 different replicating web pages...

<https://dcs1.noaa.gov>

<https://dcs2.noaa.gov>

<https://dcs3.noaa.gov> or

<https://dcs4.noaa.gov>



# DADDS Access Levels

	View All DCPs	View All DCP Messages	Edit PDT for DCPs within Group Code	Assign Users to their Group Code
Standard User	X	X		
Master User	X	X	X	
Group Manager (Role)	X	X	X	X

Each Group code should have a Group Manager responsible for requesting additional Users to their group, as well as requesting additional platform assignments.

- Master User privileges are typically requested by Group Manager.
- Group Managers should be identified for each group code.



# Platform Description Table (PDT) Updates

Users have a responsibility to regularly login into the DADDS to update each Data Collection Platform (DCP) with manufacturer, location information, shelf code, and primary point of contact as soon as it is known.

*Note: If it has been a while since logging into the system you will have to reset your password. If you need your 4 digit PIN, contact the 24/7 Wallops Help Desk at 757-824-7450.*

# PDT Updates

Two primary ways to update the PDT:

- Manual updates by entering each individual PDT.
- Creating a batch file that can update multiple PDT records simultaneously.

# Manual PDT Updates

- To update PDTs, you must have Master User privileges on your DADDS account.
- Select the 'Platforms' tab.
- Create a filter for either individual DCP IDs or Group Codes.
- Once results are returned, click on the address to enter the PDT.
- The 'General' tab cannot be edited by the User.
- Users have access to update the 'Details', 'Shef Codes', and 'Contact' tabs.

CHANNEL STATS PROCESS STATS MESSAGES PLATFORMS CHANNELS RADIOS GROUPS DRO SUAS ARGOS USERS AUDITS

WELCOME, LETECIA REEVES ▾

NEW DCP(S) VIEWS DEFAULT VIEW ▾   ☒ FILTER ☐ ASSIGN

ADD PLATFORM BATCH NETLISTS FILTER CLEAR EXPORT 100

ADDRESS	GROUP	LOCATION	PTYPE	PCHAN	STYPE	SCHAN	CNTRY	STATE	FIRST	PERIOD	WINDOW	RATE	COMPL	STATUS	LAST ACTIVE	UPDATED
FFE086B0	TECIAP	HONOLULU, HAWAII	R	PARKED	U	0	ZZ	---	00:00:00	00:00:00	00:00:00	300	N	U	---	10/18/2017
FFE1025E	TECIAP	HONOLULU, HAWAII											N	D	02/27/2018	10/18/2017
FFE124B2	TECIAP	HONOLULU, HAWAII											N	D	04/11/2014	10/18/2017

1 - 3 OF 3 PLATFORMS

PAGE 1 OF 1

PAGE SIZE: 20

### FILTER DATA

APPLY FILTER

SELECT RECORDS WHERE ALL OF THE FOLLOWING APPLY  
✓ PLATFORM GROUP CODE STARTS WITH TECIA  
(CLICK HERE TO ADD NEW CONDITION)

DCS PLATFORMS

Secure | https://dcs4.noaa.gov/Platforms/List?Grid-sort=&Grid-page=1&Grid-pageSize=20&Grid-group=&Grid-filter=

NOAA Satellite and Information Service  
National Environmental Satellite, Data, and Information Service (NESDIS)

PDT FILE • CDT FILE • REPORT A BUG • VERSION 1.93

CHANNEL STATS PROCESS STATS MESSAGES PLATFORMS CHANNELS RADIOS GROUPS DRO SUAS ARGOS USERS WELCOME, LETECIA REEVES

AUDITS

NEW DCP(S) VIEWS DEFAULT VIEW

ADDRESS	GROUP	LOCATION	PT
FFE086B0	TECIAP	MOUNT ST. HELENS	
FFE1025E	TECIAP	HONOLULU, HAWAII	
FFE124B2	TECIAP	HONOLULU, HAWAII	

1 PAGE 1 OF 1 PAGE SIZE

UPDATE PLATFORM - FFE086B0

GENERAL DETAILS SHEF CODES CONTACT AUDIT SAVE CANCEL

PLATFORMS GENERAL

ADDRESS FFE086B0

GROUP [ TECIAP ] - TEST ACCOUNT

PRIME CHANNEL PARKED RANDOM

SECOND CHANNEL 0 UNUSED

RATE & FORMAT 300 ASCII

FIRST 00:00:00

PERIOD 00:00:00

WINDOW 00:00:00

LAST UPDATED ON 3/14/2018 BY REEVES, LETECIA

RATE	COMPL	STATUS	LAST ACTIVE	UPDATED
300	N	U	---	03/14/2018
300	N	D	02/27/2018	10/18/2017
300	N	D	04/11/2014	10/18/2017

1 - 3 OF 3 PLATFORMS

General Tab contains your channel assignment information, and cannot be edited by User.



## Details Tab

CHANNEL STATS PROCESS STATS MESSAGES PLATFORMS CHANNELS RADIOS GROUPS DRO SUAS ARGOS USERS

WELCOME, LETECIA REEVES ▾

NEW DCP(S) VIEWS DEFAULT VIEW

ADDRESS	GROUP	LOCATION	PT
FFE086B0	TECIAP	MOUNT ST. HELENS	
FFE1025E	TECIAP	HONOLULU, HAWAII	
FFE124B2	TECIAP	HONOLULU, HAWAII	

PAGE 1 OF 1

## UPDATE PLATFORM - FFE086B0

GENERAL DETAILS SHEF CODES CONTACT AUDIT SAVE CANCEL

## PLATFORM DETAILS

RADIO SUTRON -- SATLINK3 SL3-1

COUNTRY UNITED STATES WASHINGTON

LOCATION MOUNT ST. HELENS

LATITUDE 1234567

LONGITUDE -1234567

CATEGORY LAND-BASED

NWS DESC YES SRWA20

SEASON ID NO

ASSIGN 03/13/2018

DEPLOY 03/20/2018

RE-DEPLOY [ MM/DD/YYYY ]

← DDDMMSS

Enables routing to the  
NWSTG and GTS.  
Default Header: SXXX20

All of these fields,  
w/exception of 'Re-  
Deploy' must be  
filled in to make  
PDT record  
complete.



## Shef Codes Tab

CHANNEL STATS PROCESS STATS MESSAGES PLATFORMS CHANNELS RADIOS GROUPS DRO SUAS ARGOS USERS

WELCOME, LETECIA REEVES ▾

NEW DCP(S)

VIEWS

DEFAULT VIEW

ADDRESS	GROUP	LOCATION
FFE086B0	TECIAP	
FFE1025E	TECIAP	HONOLULU, HAW
FFE124B2	TECIAP	HONOLULU, HAWAII

DADDS only  
accepts 2  
chars

## UPDATE PLATFORM - FFE086B0

GENERAL

DETAILS

SHEF CODES

CONTACT

AUDIT

SAVE

CANCEL

## PLATFORM SHEF CODES

CODE 1

VB

CODE 2

HG

CODE 3

[ NONE ]

CODE 4

[ NONE ]

CODE 5

[ NONE ]

CODE 6

[ NONE ]

CODE 7

[ NONE ]

CODE 8

[ NONE ]

CODE 9

[ NONE ]

CODE 10

[ NONE ]

CODE 11

[ NONE ]

CODE 12

[ NONE ]

CODE 13

[ NONE ]

CODE 14

[ NONE ]

CODE 15

[ NONE ]

LAST UPDATED ON 3/14/2018 BY REEVES, LETECIA

AUDITS

NETLISTS

FILTER

CLEAR

EXPORT

100

RATE

COMPL

STATUS

LAST ACTIVE

UPDATED

300

Y

U

---

03/14/2018

300

N

D

02/27/2018

10/18/2017

300

N

D

04/11/2014

10/18/2017

1 - 3 OF 3 PLATFORMS

[https://www.noaasis.noaa.gov/GOES/GOES\\_DCS/schefcodes.html](https://www.noaasis.noaa.gov/GOES/GOES_DCS/schefcodes.html)





CHANNEL STATS PROCESS STATS MESSAGES PLATFORMS CHANNELS RADIOS GROUPS DRO SUAS ARGOS USERS

WELCOME, LETECIA REEVES

AUDITS

NEW DCP(S) VIEWS DEFAULT VIEW

ADDRESS	GROUP	LOCATION
FFE086B0	TECIAP	MOUNT ST. HELENS
FFE1025E	TECIAP	HONOLULU, HAWAII
FFE124B2	TECIAP	HONOLULU, HAWAII

PAGE 1 OF 1

## Contact Tab

Users can change the poc to anyone already listed in their group code.

### UPDATE PLATFORM - FFE086B0

GENERAL DETAILS SHEF CODES CONTACT AUDIT SAVE CANCEL

#### MAINTENANCE CONTACT

NAME REEVES, LETECIA

EMAIL LETECIA.REEVES@NOAA.GOV

PHONE 301-817-4563

CONTACT REEVES, LETECIA

SUBJECT

BODY

EMAIL

LAST UPDATED ON 3/14/2018 BY REEVES, LETECIA

LISTS FILTER CLEAR EXPORT 100

DATE	COMPL	STATUS	LAST ACTIVE	UPDATED
00	Y	U	---	03/14/2018
00	N	D	02/27/2018	10/18/2017
00	N	D	04/11/2014	10/18/2017

1 - 3 OF 3 PLATFORMS

# Batch File PDT Updates

- Batch file updates are a convenient way to update multiple PDTs simultaneously.
- Must create a script in a text file.
- Batch files can contain as little as one PDT update or upwards of 100.

# Creating Batch Files for PDT Updates

UPDATE PDT FFE0 86B0 &

(PDT ID must be 8 characters)

OWNER\_ID=TECIAP &

(Updates the group code) Please note that Group Code updates can only be

submitted by NESDIS

COUNTRY\_STATE\_PROV=USWA &

(4 CHAR max)

LOC\_NAME="MOUNT ST. HELENS" &

(must have quotes if there is an embedded blank) (31 CHAR max)

LATITUDE=461129 &

(DDMMSS) (7 CHAR)

LONGITUDE=-1221144 &

(DDMMSS) (7 CHAR)

CATEGORY=L &

(1 CHAR)

SHEF\_CODE1=VB &

(2 CHAR)

SHEF\_CODE2=TM &

MANUFACTR\_ID=SUTRON &

(must be entered exactly as in DADDS)

MODEL\_NO="SATLINK3 SL3-1" &

(must be entered exactly as in DADDS)

NMC\_FLAG=Y &

NMC\_DESCRIPTOR=SRWA20 &

SEASON\_ID=N &

DATE\_DEPLOY=YYYYMMDD &

PMINT\_EMAIL="Letecia.Reeves@noaa.gov" & (poc must be registered in DADDS & in the specific group code

END

Batch files may contain as many updates as needed. They should begin with 'UPD' or 'UPDATE PDT' FFE0 86B0 & and be completed with 'END'.

**Delete any lines that are not needed.** A batch can be as short as...

UPD PDT FFE10 25E &

LOC\_NAME="MOUNT ST. HELENS" &

END

# Batch File Example

\*DEMOBATCH20220801 - Notepad

File Edit Format View Help

```
UPDATE PDT FFE1025E &
COUNTRY_STATE_PROV = USMT &
LOC_NAME = "GLACIER NATL PARK" &
LATITUDE = 352722 &
LONGITUDE = -1152326 &
SHEF_CODE1 = HG &
SHEF_CODE2 = VB &
MANUFACTR_ID = FTS &
MODEL_NO = G5 &
DATE_DEPLOY = 20220801 &
PMAINT_EMAIL = VALERIE.RANDALL@NOAA.GOV &
END
UPDATE PDT FFE124B2 &
COUNTRY_STATE_PROV = CAAB &
LOC_NAME = "JASPER NATL PARK" &
LATITUDE = 432552 &
LONGITUDE = -1362326 &
SHEF_CODE1 = HG &
SHEF_CODE2 = VB &
MANUFACTR_ID = FTS &
MODEL_NO = G5 &
DATE_DEPLOY = 20220801 &
PMAINT_EMAIL = VALERIE.RANDALL@NOAA.GOV &
END
```

## Before Batch File Submission

ADDRESS	GROUP	LOCATION	PTYPE	PCHAN	STYPE	SCHAN	CNTRY	STATE	FIRST	PERIOD	WINDOW	RATE	COMPL	STATUS	LAST ACTIVE	UPDATED
FFE086B0 	TECIAP	MOUNT ST. HELENS	R	PARKED	U	0	US	USWA	00:00:00	00:00:00	00:00:00	300	Y	U	---	03/14/2018
FFE1025E 	TECIAP	LAHAINA MAUI	R	PARKED	U	0	US	USHI	00:00:00	00:00:00	00:00:00	300	Y	D	02/27/2018	03/14/2018
FFE124B2 	TECIAP	LAHAINA MAUI	S	PARKED	U	0	US	USHI	00:00:00	00:00:00	00:00:00	300	N	D	04/11/2014	03/14/2018



1
PAGE 1 OF 1


PAGE SIZE: 20
1 - 3 OF 3 PLATFORMS

Notice the location name of the last two PDTs is in Maui.

Sutron is listed as the “radio” (manufacturer).

### PLATFORM DETAILS

RADIO

SUTRON – SATLINK3 SL3-1

COUNTRY

UNITED STATES

HAWAII

LOCATION

LAHAINA MAUI

LATITUDE

432552

LONGITUDE

-1152326

CATEGORY

LAND-BASED

NWS DESC

YES

SRHI20

SEASON ID

NO

ASSIGN

[ MM/DD/YYYY ]

DEPLOY

12/30/1899

RE-DEPLOY

[ MM/DD/YYYY ]

DCS PLATFORMS x

Secure | <https://dcs4.noaa.gov/Platforms/List?Grid-pageSize=20&Grid-page=1>

NOAA Satellite and Information Service  
National Environmental Satellite, Data, and Information Service (NESDIS)

PDT FILE • CDT FILE • REPORT A BUG • VERSION 1.93

CHANNEL STATS PROCESS STATS MESSAGES PLATFORMS CHANNELS RADIOS GROUPS DRO SUAS ARGOS USERS

WELCOME, LETECIA REEVES ▾

AUDITS

NEW DCP(S) VIEWS DEFAULT VIEW FILTER ASSIGN ADD PLATFORM BATCH NETLISTS FILTER CLEAR EXPORT 100

ADDRESS	GROUP	LOCATION
FFE086B0	TECIAP	MOUNT ST. HELENS
FFE1025E	TECIAP	HONOLULU, HAWAII
FFE124B2	TECIAP	HONOLULU, HAWAII

1 OF 1

BATCH UPDATES

PDT BATCH UPDATES

SUBMITTED ON	BATCH STATUS	EMAIL STATUS
3/6/2018 6:26:15 PM	BATCH UPDATE COMPLETE.	NOTIFICATION SENT.
2/22/2018 1:22:52 PM	BATCH UPDATE COMPLETE.	NOTIFICATION SENT.
2/22/2018 1:21:51 PM	BATCH UPDATE COMPLETE.	NOTIFICATION SENT.
2/22/2018 1:19:50 PM	BATCH UPDATE COMPLETE.	NOTIFICATION SENT.
2/14/2018 1:49:09 PM	BATCH UPDATE COMPLETE.	NOTIFICATION SENT.

1 - 5 OF 1174 ITEMS

SELECT BATCH FILE... SELECT

SUBMIT BATCH JOB

COMPL	STATUS	LAST ACTIVE	UPDATED
Y	U	---	03/14/2018
N	D	02/27/2018	10/18/2017
N	D	04/11/2014	10/18/2017

1 - 3 OF 3 PLATFORMS

Save batch file as a text file and upload by clicking on "batch" button. It only takes a few seconds to update the records. You will receive an email confirming whether successful or not.

## After Batch File Submission

ADDRESS	GROUP	LOCATION	PTYPE	PCHAN	STYPE	SCHAN	CNTRY	STATE	FIRST	PERIOD	WINDOW	RATE	COMPL	STATUS	LAST ACTIVE	UPDATED
FFE086B0	TECIAP	MOUNT ST. HELENS	R	PARKED	U	0	US	USWA	00:00:00	00:00:00	00:00:00	300	Y	U	---	03/14/2018
FFE1025E	TECIAP	GLACIER NATL PRK	R	PARKED	U	0	US	USMT	00:00:00	00:00:00	00:00:00	300	Y	D	02/27/2018	03/14/2018
FFE124B2	TECIAP	JASPER NATL PARK	S	PARKED	U	0	CA	CAAB	00:00:00	00:00:00	00:00:00	300	N	D	04/11/2014	03/14/2018

PAGE 1 OF 1 PAGE SIZE: 20 1 - 3 OF 3 PLATFORMS

Notice the location name changed to Glacier National Park in Montana.

FTS is now listed as the "radio". (manufacturer).

### UPDATE PLATFORM - FFE1025E

GENERAL

DETAILS

SHEF CODES

CONTACT

AUDIT

SAVE

CANCEL

#### PLATFORM DETAILS

RADIO

FTS -- G5

COUNTRY

UNITED STATES

MONTANA

LOCATION

GLACIER NATL PRK

LATITUDE

352722

LONGITUDE

-1152326

CATEGORY

LAND-BASED

NWS DESC

YES

SRMT20

SEASON ID

NO

ASSIGN

[ MM/DD/YYYY ]

DEPLOY

12/30/1899

RE-DEPLOY

[ MM/DD/YYYY ]

LAST UPDATED ON 3/14/2018 BY REEVES, LETECIA



# GOES DCS Customer Service Team

[Letecia.Reeves@noaa.gov](mailto:Letecia.Reeves@noaa.gov)

[Valerie.Randall@noaa.gov](mailto:Valerie.Randall@noaa.gov)

Wallops 24/7 Operations **(757) 824-7450**



**Commissioners Court - Regular Session****13.****Meeting Date:** 03/28/2023

Approval of Purchase of CivilServe Annual Support Maintenance with Tyler Technologies, Inc. for IT Department

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

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving purchase #2013163 between Williamson County and Tyler Technologies, Inc. for CivilServe annual support and maintenance for the amount of \$52,174.81, pursuant to Sourcewell contract #0903220-TTI.

**Background**

This purchase is for the recurring annual maintenance and support costs of licensed software CiviServe including CivilView (Attorney Portal), SalesWeb (Sheriff Sales Portal) and CiviMobile Server for tracking all Constable service requests. The application is integrated with Odyssey and allows for timely service of court documents to affected case parties. The original agreement was approved in Commissioners Court on 2/5/19, under agenda item #24. Budget and IT have reviewed this purchase. The expenditure is being charged to 01.0100.0503.004505 as per FY23 budget. The department point of contact is DeAnna Saucedo.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Tyler Technologies Renewal Redacted

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 03/23/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

03/22/2023 09:21 PM  
03/23/2023 09:37 AM  
Started On: 03/15/2023 07:50 AM



Empowering people who serve the public®

**Remittance**  
Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

**Questions**

Tyler Technologies - Courts & Justice  
Phone: 1-800-772-2260 Press 2, then 3  
Fax: 1-866-673-3274  
Email: [ar@tylertech.com](mailto:ar@tylertech.com)

# THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
020		02/20/2023	1 of 1

To: WILLIAMSON CO. SHERIFF'S OFFICE  
508 SOUTH ROCK STREET  
GEORGETOWN, TX 78626  
United States

Ship To: WILLIAMSON COUNTY  
P.O. BOX 647  
JARRELL, TX 78626  
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1		Net 30	USD	ELEC	

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
1	Contract No.: Williamson County Renewal: CivilServe Annual Support Maintenance Plan: ; Start: 02/05/2023, End: 02/04/2024; Term: 12 months :	No	1	1	EA	52,174.81	.00	52,174.81

Does not include any applicable taxes

Order Total: 52,174.81

Comments: Upon acceptance please email your purchase order to [PO@tylertech.com](mailto:PO@tylertech.com)

**Commissioners Court - Regular Session****14.****Meeting Date:** 03/28/2023

Approval of Purchase for Election Site Support from Election Systems and Software, LLC for Elections Department

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the quote #2023168 between Williamson County and Election Systems and Software, LLC (ES&S) for the amount of \$5,475.00, exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024 (a) (7) (D) captive replacement parts or components for equipment.

**Background**

The approval of this quote is for the ES&S Election Site Support for the May 6, 2023 Election. The original agreement approved in Commissioner's Court on 4/30/2019 under item #35, is attached. This fee is charged every year that an election is held. The price this year was increased by the vendor by \$500.00 which put it over the \$5,000.00 limit. The budget line item funding source is 01.0375.0375.004100 as per FY23 budget. The department point of contact is Vikki Farrow.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

ES&amp;S Redacted Quote

ES&amp;S approved original agreement 4.30.2019

---

**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 03/23/2023

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

03/23/2023 06:35 AM  
03/23/2023 09:40 AM  
Started On: 03/21/2023 01:09 PM

**Election Systems & Software, LLC****Quotation - Preliminary**

Quotation Date:	Date Printed:	Quotation Number:
	3/13/23	
Customer Number:	Expiration Date:	Payment Terms:
		30 Days Net
Customer RFQ Number:		Wanted Delivery
		5/6/23

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

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

**Sales**

Pos	Part No Description	Sale Qty	Unit	Price	Disc. % Planned Delivery Date	Net Amount USD
1	<b>120210</b> Election Site Support Event - Tabulation	1	EA	5,475.000	0.00 5/6/23	5,475.00

**Sub Total:** **5,475.00**

**Total Exclusive Tax:** **5,475.00**

**Tax Total** **0.00**

**Gross Total** **5,475.00**

**FOOTNOTES:**

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Rates valid for 30 days and thereafter may change.
3. Any applicable (City, County & State) sales taxes are an estimate and will be invoiced at sales tax rates in effect at time of invoicing.
4. Subject to state, municipal, jurisdictional, provincial or territory laws to the contrary, the above pricing information is confidential, proprietary and trade secret information of ES&S and is intended only for the use of the individual or entity to which the document is directed to. This information may not be disclosed or reproduced either publicly or to any other individual or entity without the prior written authorization of ES&S.
5. The quantity of service days (if included) reflect a reasonable estimate for implementation and selected ongoing election services. Quantities may change depending on specific Customer needs.
6. If Freight is not stated in Quotation, Freight Cost will be determined at time of order.



11208 JOHN GALT BLVD  
OMAHA, NE 68137-2364  
(402) 593-0101

# Sales Order Agreement - BuyBoard Contract 542-17

Customer P.O. #: \_\_\_\_\_

1st Election Date: November 5, 2019

Estimated Delivery Date: June 2019

Phone Number: (512) 943-1622

Fax Number: N/A

Customer Contact, Title: Chris Davis

Customer Name: Williamson County, Texas

Type of Sale: ☒ **NEW**

Type of Equip: ☒ **NEW** ☐ **REFURBISHED**

Bill To: \_\_\_\_\_

Williamson County, Texas

Chris Davis

301 S.E. Inner Loop - Suite 104

Georgetown, TX 78626

Ship To: \_\_\_\_\_

Williamson County, Texas

Chris Davis

301 S.E. Inner Loop - Suite 104

Georgetown, TX 78626

	<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
1	DS200	Model DS200 Scanner with Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll, and One (1) Standard 4GB Memory Device (Version 6.0.2.0)	115	\$5,750.00	\$661,250.00
2	DS200	Tote Bin	200	\$225.00	\$45,000.00
3	DS200	Paper Roll (Additional)	400	\$1.75	\$700.00
4	DS850	Model DS850 High Speed Digital Image Scanner with Steel Table, Report Printer, Audit Printer, Start-Up Kit, Dust Cover, Battery Backup, Two (2) USB Cables, and Three (3) Standard 8GB Memory Devices (Version 6.0.2.0)	2	\$111,500.00	\$223,000.00
5	DS850	Initial Annual License Fee	2	Included	Included
6	ExpressVote BMD	ExpressVote BMD Terminal with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device (Version 6.0.2.0)	800	\$3,325.00	\$2,660,000.00
7	ExpressVote BMD	Soft-Sided Carrying Case	15	\$175.00	\$2,625.00
8	ExpressVote BMD	ExpressVote Booth	800	\$895.00	\$716,000.00
9	ExpressVote BMD	ExpressVote Printer	150	\$725.00	\$108,750.00
10	ExpressVote BMD	ExpressVote Ballot Card Stock with Sequential Numbering - 14" (250 per pkg)	50	\$30.00	\$1,500.00
11	DS200/ExpressVote BMD	Standard 4GB Memory Device (Additional)	425	\$105.00	\$44,625.00
12	Software	ElectionWare Software - PYO Standard	1	\$49,500.00	\$49,500.00
13	Software	ExpressLink Software	1	\$4,070.00	\$4,070.00
14	Software	Synthesized Audio Capability - Additional Language	1	\$2,310.00	\$2,310.00
15	Third Party Items	3rd Party Items as set forth on Exhibit B	1	\$13,342.00	\$13,342.00
16	Network Installation	EMS Network Pre-installation Staging with Onsite Delivery	3	\$2,300.00	\$6,900.00
17	DS200	Equipment Installation	115	\$115.00	\$13,225.00
18	DS850	Equipment Installation (1st Unit)	1	\$1,925.00	\$1,925.00
19	DS850	Equipment Installation (Additional Unit)	1	\$1,000.00	\$1,000.00

# Sales Order Agreement

20	ExpressVote BMD	Equipment Installation	800	\$105.00	\$84,000.00
21	Services	Project Management Day	20	\$1,700.00	\$34,000.00
22	Services	Equipment Operations Training Day	1	\$1,700.00	\$1,700.00
23	Services	Model DS850 Training Day	1	\$1,700.00	\$1,700.00
24	Services	Software Training Day	5	\$1,700.00	\$8,500.00
25	Services	Election On-Site Support Event	4	\$4,675.00	\$18,700.00
26	Trade-In Allowance and Tabulation Hardware Discount	Equipment Being Traded-In by Customer Includes: 980 - iVotronic Terminal 980 - iVotronic Booth without RTAL Printer	1	(\$346,000.00)	(\$346,000.00)
27	Shipping	Shipping & Handling	1	\$45,420.00	\$45,420.00

**Order Total** \$ **4,403,742.00**

Freight Billable: yes ☒ no ☐

Chris Moody  
Regional Sales Manager

*Bill J. Hardy*  
Customer Signature

4/30/19  
Date

*James E. Burt* 4/25/19  
V.P. of Finance  
CEO Date

*Williamson County Judge*  
Title

## Trade-In Equipment:

ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties. ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

## Payment Terms

\$4,403,742.00 to be invoiced as Equipment is delivered and invoicing may be prorated in the event of multiple deliveries.

Invoices are due net 30 from invoice date

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

**Warranty Period (Years):** One (1) Year From Equipment Delivery

## Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)

The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS

## GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a **one (1) year period** (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any third party items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

## 7. Warranty.

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a **one (1) year period** (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (I) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

## 11. Disputes.

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

12. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

13. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable

requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission ("EAC"). ES&S shall not be responsible for any claims, damages, losses, judgments, penalties, costs, amount paid in settlement or fees, which are directly or indirectly related to the County's failure to maintain the network on which the EMS is installed in an hardened configuration.

14. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

15. **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.

16. **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.

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

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

19. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-19 these General Terms shall survive the termination of this Agreement, to the extent applicable.



**EXHIBIT A**  
**HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**  
**(POST-WARRANTY PERIOD)**

**ARTICLE I**  
**GENERAL**

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

**ARTICLE II**  
**HARDWARE**

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration

services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in

its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

### **ARTICLE III**

#### **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes

beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

**Schedule A1**  
**Pricing Summary**

<b><u>Summary:</u></b>		
<b>Description</b>	<b>Refer To</b>	<b>Amount</b>
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$375,795.00
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	\$167,640.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$193,050.00
<b>Total Maintenance Fees for the Initial Term:</b>		<b>\$736,485.00</b>
<b><u>Payment Terms:</u></b> ES&S shall Invoice Customer annually for each year of the Initial Term. Payment is due before the start of each period within the Initial Term.		
<b><u>Terms &amp; Conditions:</u></b>		
<b>Note 1:</b> Any applicable state and local taxes are not included, and are the responsibility of Customer.		

## ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: Expiration of the Warranty Period through the **third** anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
115	Model DS200 Scanner	Year 1	\$185.00	\$21,275.00
2	Model DS850 Scanner	Year 1	\$3,995.00	\$7,990.00
800	ExpressVote BMD Terminal	Year 1	\$120.00	\$96,000.00
<b>Total Maintenance Fees for Year 1</b>				<b>\$125,265.00</b>
115	Model DS200 Scanner	Year 2	\$185.00	\$21,275.00
2	Model DS850 Scanner	Year 2	\$3,995.00	\$7,990.00
800	ExpressVote BMD Terminal	Year 2	\$120.00	\$96,000.00
<b>Total Maintenance Fees for Year 2</b>				<b>\$125,265.00</b>
115	Model DS200 Scanner	Year 3	\$185.00	\$21,275.00
2	Model DS850 Scanner	Year 3	\$3,995.00	\$7,990.00
800	ExpressVote BMD Terminal	Year 3	\$120.00	\$96,000.00
<b>Total Maintenance Fees for Year 3</b>				<b>\$125,265.00</b>
<b>Total Hardware Maintenance Fees for the Initial Term</b>				<b>\$375,795.00</b>

**Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.**

**Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.**

**Note 3: Customer's Designated Location: Williamson County, Texas**

**Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.**

### **Hardware Maintenance Services Provided by ES&S Under this Schedule A1**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.

- Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
  - Service performed by an ES&S trained and certified technician.
  - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
  - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
  - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
  - Use of a checklist tailored for each piece of ES&S Equipment.

#### 5. Repair Services.

- Customer will receive coverage for interim repair calls.
  - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
  - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

#### 6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

**Note:** Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
SOFTWARE**

Initial Term: Expiration of the Warranty Period through the **third** anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare Software – PYO Standard	Year 1	\$49,500.00
1	ExpressLink Software	Year 1	\$4,070.00
1	Synthesized Audio Capability	Year 1	\$2,310.00
<b>Total License, Maintenance and Support Fees for Year 1</b>			<b>\$55,880.00</b>
1	ElectionWare Software – PYO Standard	Year 2	\$49,500.00
1	ExpressLink Software	Year 2	\$4,070.00
1	Synthesized Audio Capability	Year 2	\$2,310.00
<b>Total License, Maintenance and Support Fees for Year 2</b>			<b>\$55,880.00</b>
1	ElectionWare Software – PYO Standard	Year 3	\$49,500.00
1	ExpressLink Software	Year 3	\$4,070.00
1	Synthesized Audio Capability	Year 3	\$2,310.00
<b>Total License, Maintenance and Support Fees for Year 3</b>			<b>\$55,880.00</b>
<b>Total Software License, Maintenance and Support Fees for the Initial Term</b>			<b>\$167,640.00</b>

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
FIRMWARE**

Initial Term: Expiration of the Warranty Period through the **third** anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
115	Model DS200 Scanner	Year 1	\$80.00	\$9,200.00
2	Model DS850 Scanner	Year 1	\$1,575.00	\$3,150.00
800	ExpressVote BMD Terminal	Year 1	\$65.00	\$52,000.00



Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
<b>Total License, Maintenance and Support Fees for Year 1</b>				<b>\$64,350.00</b>
115	Model DS200 Scanner	Year 2	\$80.00	\$9,200.00
2	Model DS850 Scanner	Year 2	\$1,575.00	\$3,150.00
800	ExpressVote BMD Terminal	Year2	\$65.00	\$52,000.00
<b>Total License, Maintenance and Support Fees for Year 2</b>				<b>\$64,350.00</b>
115	Model DS200 Scanner	Year 3	\$80.00	\$9,200.00
2	Model DS850 Scanner	Year 3	\$1,575.00	\$3,150.00
800	ExpressVote BMD Terminal	Year 3	\$65.00	\$52,000.00
<b>Total License, Maintenance and Support Fees for Year 3</b>				<b>\$64,350.00</b>
<b>Total Firmware License, Maintenance and Support Fees for the Initial Term</b>				<b>\$193,050.00</b>

**Software License, Maintenance and Support Services Provided by ES&S under the Agreement**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

**Note:** Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

**Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities**

1. Customer shall have completed a full software training session for each product selected.
  - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
  - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
  - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.

4. Customer shall be responsible for data extraction from Customer voter registration system.
5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.
6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

**EXHIBIT B**  
**THIRD PARTY ITEMS**

Customer acknowledges that ES&S is purchasing the Third-Party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third-Party Items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the Third-Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third-Party Items which are provided to ES&S.

Qty Ord.	Description	Price	Ext. Price
	<b>EMS FILE SERVER</b>		
1	<b>DELL POWEREDGE T430</b>	\$7,794.00	\$7,794.00
	<ul style="list-style-type: none"> <li>• PowerEdge T430 Server</li> <li>• PE Server FIPS TPM 1.2v2 CC</li> <li>• Chassis with up to 8, 3.5" Hot Plug Hard Drives, Tower Configuration</li> <li>• Intel® Xeon® E5-2630 v4 2.2GHz, 25M Cache, 8.00GT/s QPI, Turbo, HT, 10C/20T (85W) Max Mem 2133MHz</li> <li>• 1 CPU Standard</li> <li>• 2400MT/s RDIMMS</li> <li>• 8GB RDIMM, 2400MT/s, Single Rank, x8 Data Width</li> <li>• RAID 1+ RAID 10 for H330/H730/H730P (2 + 4-14 HDDs or SSDs)</li> <li>• PERC H730 RAID Controller, 1GB NV Cache</li> <li>• (6) 2TB 7.2K RPM SATA 6Gbps 3.5" Hot-Plug Hard Drive</li> <li>• On-Board LOM</li> <li>• iDRAC8, Basic</li> <li>• DVD+/-RW, SATA, Internal</li> <li>• Dual, Hot-Plug, Redundant Power Supply (1+1), 750W</li> <li>• (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America</li> <li>• Keyboard and Optical Mouse, USB, Black, English</li> <li>• Windows Server 2016, Standard Ed, Factory Inst, No MED, 2SKT, 2VM, NO CAL</li> <li>• Windows Server 2016, STD Ed, Media Kit w/Factory Inst ENT DGRD Images</li> <li>• 5-pack of Windows: Server 2016 Device CALs (Standard or Datacenter)</li> <li>• 5 Year ProSupport and NBD On-Site Service</li> </ul>		
1	<b>DELL E2216H 21.5" WIDE LED LCD VGA DP MONITOR 3YR</b>	\$214.00	\$214.00
1	<b>6' VGA M/M MONITOR CABLE</b>	\$8.00	\$8.00
1	<b>*SYMANTEC ENDPOINT PROTECTION 14.0.1</b>	\$61.00	\$61.00
1	<b>UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 1500 VA (SERVERS) -</b>	\$302.00	\$302.00
	<b>EMS WORKSTATION</b>		
2	<b>DELL OPTIPLEX 5050 (DESKTOP)</b>	\$1,620.00	\$3,240.00

	<ul style="list-style-type: none"> <li>• OptiPlex 5050 SFF XCTO</li> <li>• Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W)</li> <li>• OptiPlex 5050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze)</li> <li>• TPM Enabled</li> <li>• 8GB DDR4 2400MHz (8GBX1) Memory</li> <li>• 3.5-inch 500GB 7200rpm Hard Disk Drive</li> <li>• AMD Radeon R5 430, 2GB (DP,SL-DVI-I)</li> <li>• DVD+/-RW Bezel, Small Form Factor</li> <li>• No Out-of-Band Systems Management</li> <li>• Chassis Intrusion Switch SFF</li> <li>• Dell KB216 Wired Multi-Media Keyboard English Black</li> <li>• Dell MS116 Wired Mouse, Black</li> <li>• Adobe Reader 11</li> <li>• Waves Maxx Audio</li> <li>• Windows 7 Professional English 64bit DT (Includes Windows 10 Pro License, Microsoft Volume License Only)</li> <li>• Intel Core i5 Processor Label</li> <li>• Dell Limited Hardware Warranty Plus Service</li> <li>• ProSupport: Next Business Day Onsite 5 Years</li> <li>• ProSupport: 7x24 Technical Support, 5 Years</li> <li>• Dell 22 Monitor   P2217H</li> </ul>		
2	<b>UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 850VA (WORKSTATIONS)</b>	\$147.00	\$294.00
2	<b>*SYMANTEC ENDPOINT PROTECTION 14.0.1</b>	\$61.00	\$122.00
2	<b>*ADOBE ACROBAT STANDARD XI</b>	\$412.00	\$824.00
	<b>MISCELLANEOUS COMPONENTS</b>		
1	<b>OKI B432DN MONO LASER DUPLEX PRINTER</b>	\$416.00	\$416.00
1	<b>LD 6' USB 2.0 A-B CABLE, T, IVOTR, RTAL 6' USB CABLE</b>	\$4.00	\$4.00
1	<b>D-LINK 8-PORT DESKTOP SWITCH</b>	\$63.00	\$63.00
	<b>ORDER TOTAL:</b>		<b>\$13,342.00</b>

**Commissioners Court - Regular Session****15.****Meeting Date:** 03/28/2023

Roof Repairs on the Williamson County Annex Building and the Historic Courthouse

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the service contract #2023167 for roof repairs at the Williamson County Annex Building, 211 Commerce Cove, Round Rock, TX 78664 in the amount of \$2,750.00 and the Williamson County Historic Courthouse, 710 S Main St, Georgetown, TX 78626 in the amount of \$950.00 for a total amount of \$3,700.00 by Parson Commercial Roofing, P.O. Box 21835, Waco, TX 76702, and authorizing the execution of this agreement.

**Background**

Facilities Management submitted requisition #131361 for roof repairs at the Historic Courthouse and Williamson County Annex Building. The attached quotes include replacing rubber boots, cleaning and caulking all penetrations on metal roof at the annex building, repairing of two drains on the northwest side of the courthouse, repairing modified bitumen water trapped due to potential leak and cleaning up and hauling of debris from both locations. Funding Source is 01.0100.1006.004510 and 01.0100.1000.004510. The department points of contacts are Shantil Moore or Christi Stromberg.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Signed Contract

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stephanie Robles

Final Approval Date: 03/23/2023

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

03/23/2023 06:45 AM

03/23/2023 09:52 AM

Started On: 03/21/2023 11:11 PM

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## WILLIAMSON COUNTY SERVICES CONTRACT

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, 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 **the undersigned service provider** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

### I.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include, but are not limited to the services and work described in the attached Scope of Work being marked as **Exhibit “A,”** which is incorporated herein.

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.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

### 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 the Project Completion Date set out on the signature page hereinbelow or when terminated pursuant to this Contract, whichever event occurs first.

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

### IV.

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$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.

#### 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 itself out as an agent or official representative of the County. 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. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

## 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.

**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.

## XII.

**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.

### **XIII.**

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

### **XIV.**

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

### **XV.**

**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.

### **XVI.**

**Foreign Terrorist Organizations:** Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

### **XVII.**

**Public Information:** Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

### **XVIII.**

**Damage to County Property:** Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

### **XIX.**

**Media Releases:** Service Provider shall not use County's name, logo, or other likeness in

any press release, marketing materials, or other announcement without the County's prior written approval.

## XX.

**Authorized Expenses:** In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [Williamson County Vendor Reimbursement Policy.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

## XXI.

**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 into this Contract include the following:

- A. As described in the attached Scope of Work, and being marked **Exhibit "A"**;
- B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
- C. Insurance certificates evidencing coverages required herein above.

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.

## XXII.

**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:**

Parsons Commercial Roofing, Inc.

Name of Service Provider



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

Stuart Parsons

Printed Name

President

\_\_\_\_\_  
Title

Date: 3/15, 2023

**Project Completion Date:** The Services set out in **Exhibit "A"** shall be completed by Service Provider on or before 06/30/2023 calendar days.

**Cooperative Purchasing Contract or Agreement (if applicable):** N/A

**Exhibit “A”  
Scope of Work**

Service Provider hereby agrees to perform the following Scope of Work at the designated locations for the Consideration set forth below:

**A. Williamson County Annex, 211 Commerce Boulevard, Round Rock, Texas – Metal Roof:**

1. Replace rubber boots – (4-6) 2”-3”;
2. Clean and caulk all penetrations on metal roof; and
3. Cleanup and haul off of all debris/materials.

**B. Williamson County Historic Courthouse, 710 Main Street, Georgetown, Texas:**

1. Repair 2 drains (modified bitumen is loose around drains) on the northwest side of the Courthouse;
2. Repair modified bitumen water trapped (air bubbles) due to potential leak from penetrations above bitumen; and
3. Cleanup and haul off of all debris/materials.

**Consideration:**

Williamson County Annex	<b>\$2,750.00</b>
211 Commerce Boulevard	
Round Rock, Texas	

Williamson County Historic Courthouse	<b>\$ 950.00</b>
710 Main Street	
Georgetown, Texas	

<b>TOTAL:</b>	<b>\$3,700.00</b>
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**Commissioners Court - Regular Session****16.****Meeting Date:** 03/28/2023

Authorize Issuing RFQ #23RFSQ61 Architectural and Engineering Services for Animal Shelter Expansion for Facilities Management

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for an Architectural and Engineering firm for the Williamson County Regional Animal Shelter Expansion, under RFQ #23RFSQ61.

**Background**

Williamson County seeks qualified Architectural and Engineering firms to provide design services for the Williamson County Regional Animal Shelter Expansion. The City of Georgetown will be reimbursing the County for these services per the Interlocal agreement approved in court on March 21, 2023. The Auditor's Office will place a balance budget amendment on the agenda to recognize the revenue and expense. The estimated budget is \$50,000.00. The funding source is 01.0545.0545.004100 and Trenton Jacobs is the department point of contact.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 03/23/2023

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

03/23/2023 11:03 AM

03/23/2023 11:03 AM

Started On: 03/22/2023 04:09 PM

**Commissioners Court - Regular Session****17.****Meeting Date:** 03/28/2023

Cobb Fendley 1811-273 WA5 SA1 Utility Coordination CR 255

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 5 under Williamson County Contract between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for CR 255 from CR 254 to Ronald Reagan Blvd. This supplemental is to extend the expiration date to September 30, 2024. Funding source: P546.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Cobb Fendley 1811-273 WA5 SA1 Utility Coordination CR 255

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/23/2023

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

03/22/2023 06:07 PM

03/23/2023 09:56 AM

Started On: 03/22/2023 11:00 AM

**SUPPLEMENTAL WORK AUTHORIZATION NO.   1**  
**TO**  
**WORK AUTHORIZATION NO.   5**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**  
**Utility Coordination for CR 255 from CR 254 to Ronald Reagan Blvd**

This Supplemental Work Authorization No.   1   to Work Authorization No.   5   is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July, 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No.   5   dated effective **November 3, 2021** (the "Work Authorization");

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

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

**AGREEMENT**

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

- I. The above referenced Work Authorization termination date shall be modified to **September 30, 2024**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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



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

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

**FIRM:**

By:   
Signature

Sandra G. Khoury, P.E.  
Printed Name

Executive Vice President  
Title

March 22, 2023  
Date

**WILLIAMSON COUNTY:**

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

Bill Gravell, Jr.  
Printed Name

County Judge  
Title

\_\_\_\_\_  
Date

## Attachment C

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

**Commissioners Court - Regular Session****18.****Meeting Date:** 03/28/2023

Cobb Fendley 1811-273 WA6 SA1 Utility Coordination CR 201

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 6 under Williamson County Contract between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for CR 201 from Umbrella Sky to CR 200. This supplemental is to extend the expiration date to September 30, 2024. Funding source: P499.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Cobb Fendley 1811-273 WA6 SA1 Utility Coordination CR 201

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/23/2023

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

03/22/2023 06:07 PM

03/23/2023 09:57 AM

Started On: 03/22/2023 11:08 AM

**SUPPLEMENTAL WORK AUTHORIZATION NO.   1**  
**TO**  
**WORK AUTHORIZATION NO.   6**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**  
**Utility Coordination for CR 201 from Umbrella Sky to CR 200**

This Supplemental Work Authorization No.   1   to Work Authorization No.   6   is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July, 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No.   6   dated effective **November 3, 2021** (the "Work Authorization");

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

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

**AGREEMENT**

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

- I. The above referenced Work Authorization termination date shall be modified to **September 30, 2024**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

**FIRM:**

By:   
Signature

Sandra G. Khoury, P.E.  
Printed Name

Executive Vice President  
Title

March 22, 2023  
Date

**WILLIAMSON COUNTY:**

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

Bill Gravell, Jr.  
Printed Name

County Judge  
Title

\_\_\_\_\_  
Date

## Attachment C

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

**Commissioners Court - Regular Session****19.****Meeting Date:** 03/28/2023

Final plat for the Mansions Hutto private subdivision – Pct 4

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Mansions Hutto private subdivision – Precinct 4.

**Background**

This private subdivision consists of 1 multifamily lot for 458 apartment units and 12,320 ft of new private roads. Roadway and drainage construction is not yet complete, but a financial security in the amount of \$7,271,436.19 has been posted with the County to cover the cost of the remaining construction.

**Timeline**

2022-12-19 – initial submittal of final plat application

2023-01-18 – 1st review complete with comments

2023-02-02 – 2nd submittal of final plat

2023-02-17 – 2nd review complete with comments

2023-02-22 – 3rd submittal of final plat

2023-03-09 – 3rd review of final plat with comments clear

2023-03-15 – final plat received with signatures

2023-03-23 – final plat placed on the March 28, 2023 Commissioners Court agenda for consideration

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

final plat - Mansions Hutto

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 03/23/2023

**Reviewed By**

Becky Pruitt

**Date**

03/23/2023 12:48 PM

Started On: 03/23/2023 11:09 AM



FINAL PLAT  
OF  
MANSIONS HUTTO  
A PRIVATE SUBDIVISION  
WILLIAMSON COUNTY, TEXAS



SCALE: 1" = 200'



MACINA • BOSE • COPELAND & ASSOC., INC.  
CONSULTING ENGINEERS AND LAND SURVEYORS

1035 Central Parkway North, San Antonio, Texas 78232  
(210) 545-1122 Fax (210) 545-9302 www.mbcengineers.com  
FIRM REGISTRATION NUMBER: T.B.P.E. F-784 & T.B.P.L.S. 10011700

DATE: 12/19/2022

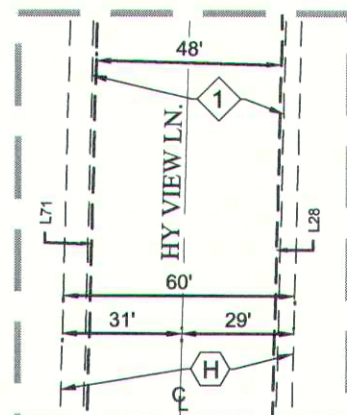
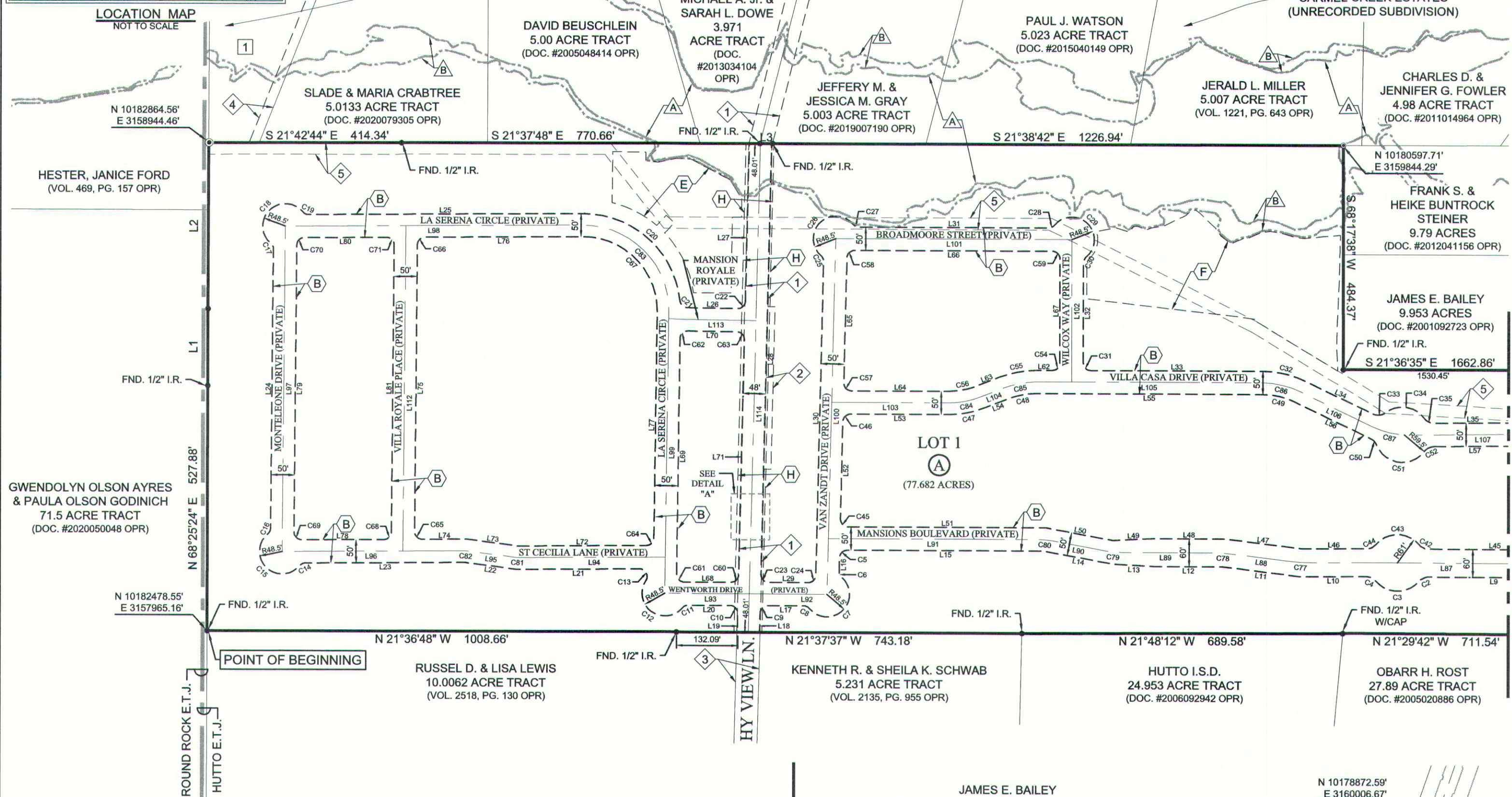
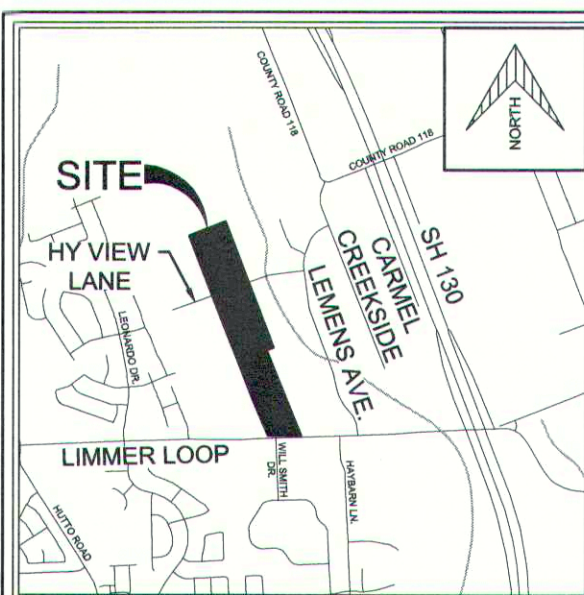
JOB NO.: 32460/WILLIAMSON

LEGEND:

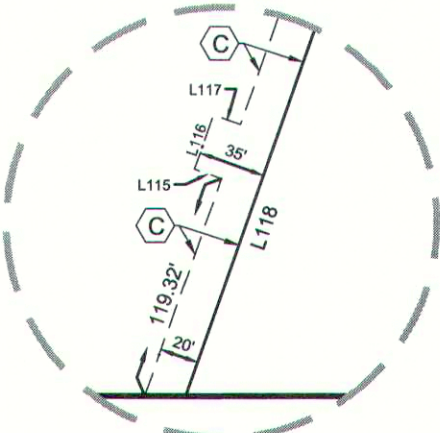
- |           |   |  |
|-----------|---|--|
| ELEC.     | — | ELECTRIC   |
| TEL.      | — | TELEPHONE  |
| CATV      | — | CABLE TELEVISION                                   |
| SAN. SWR. | — | SANITARY SEWER                                     |
| ESMT.     | — | EASEMENT   |
| R.O.W.    | — | RIGHT-OF-WAY                                       |
| VOL.      | — | VOLUME   |
| PG.       | — | PAGE   |
| VAR. WD.  | — | VARIABLE WIDTH                                     |
| OPR.      | — | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS |
| BSL       | — | BUILDING SETBACK LINE                              |
| CL        | — | CENTERLINE   |
- 
- |     |   |   |
|-----|---|---|
| 1   | — | CORDY D. & KRISANN M. HADENFELDT, 4.30 ACRES (DOC. #2014101036 OPR)   |
| 1   | — | VAR. WD. ROAD ESMT. (VOL. 794, PG. 278 OPR), (VOL. 794, PG. 282 OPR), (VOL. 794, PG. 289 OPR), (VOL. 814, PG. 651 OPR), (VOL. 845, PG. 777 OPR), (VOL. 845, PG. 783 OPR), (VOL. 878, PG. 783 OPR), (VOL. 881, PG. 575 OPR), & (VOL. 901, PG. 532 OPR) |
| 2   | — | 15' WATER ESMT. (VOL. 1075, PG. 909 OPR)  |
| 3   | — | REMAINING PORTION OF A 99.27 ACRE TRACT (VOL. 668, PG. 714 OPR)   |
| 4   | — | 20' ACCESS ESMT. (VOL. 2176, PG. 752 OPR)   |
| 5   | — | 25' WASTEWATER ESMT. (DOC. #2023011806 OPR)   |
| A   | — | 125' R.O.W. DEDICATION (1.726 ACRES)  |
| B   | — | VAR. WD. ACCESS ESMT. (13.365 ACRES)  |
| C   | — | VAR. WD. JONAH WATER ESMT.  |
| D   | — | 50' BSL   |
| E   | — | VAR. WD. PRIVATE DRAINAGE ESMT. (1.135 ACRES)   |
| F   | — | VAR. WD. PRIVATE DRAINAGE ESMT. (2.405 ACRES)   |
| G   | — | VAR. WD. PRIVATE DRAINAGE ESMT. (1.914 ACRES)   |
| H   | — | 60' ACCESS ESMT. (1.452 ACRES)  |
| ●   | — | 1/2" IRON ROD WITH 1" CAP STAMPED "MBC ENGINEERS" SET   |
| ●   | — | 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)  |
| --- | — | LIMITS OF "ZONE AE" PER FEMA PANEL 48491C0505F DATED DECEMBER 20, 2019.   |
| --- | — | LIMITS OF "ZONE X" PER FEMA PANEL 48491C0505F DATED DECEMBER 20, 2019.  |
| A   | — | BLOCK LABEL   |

OWNER: 5000 LIMMER LOOP INVESTMENTS, LLC  
MATHEW J. HILES  
2505 N. STATE HWY. 360, SUITE 800  
GRAND PRAIRIE, TX. 75050  
PH. (972) 471-8700

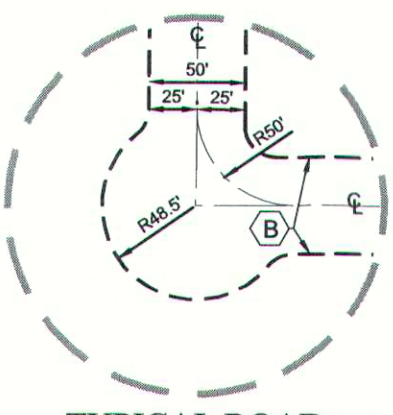
ENGINEER/SURVEYOR: MBC ENGINEERS  
ROGER W. GUNDERMAN, P.E.  
1035 CENTRAL PARKWAY N.  
SAN ANTONIO, TX. 78232  
PH. (210) 545-1122



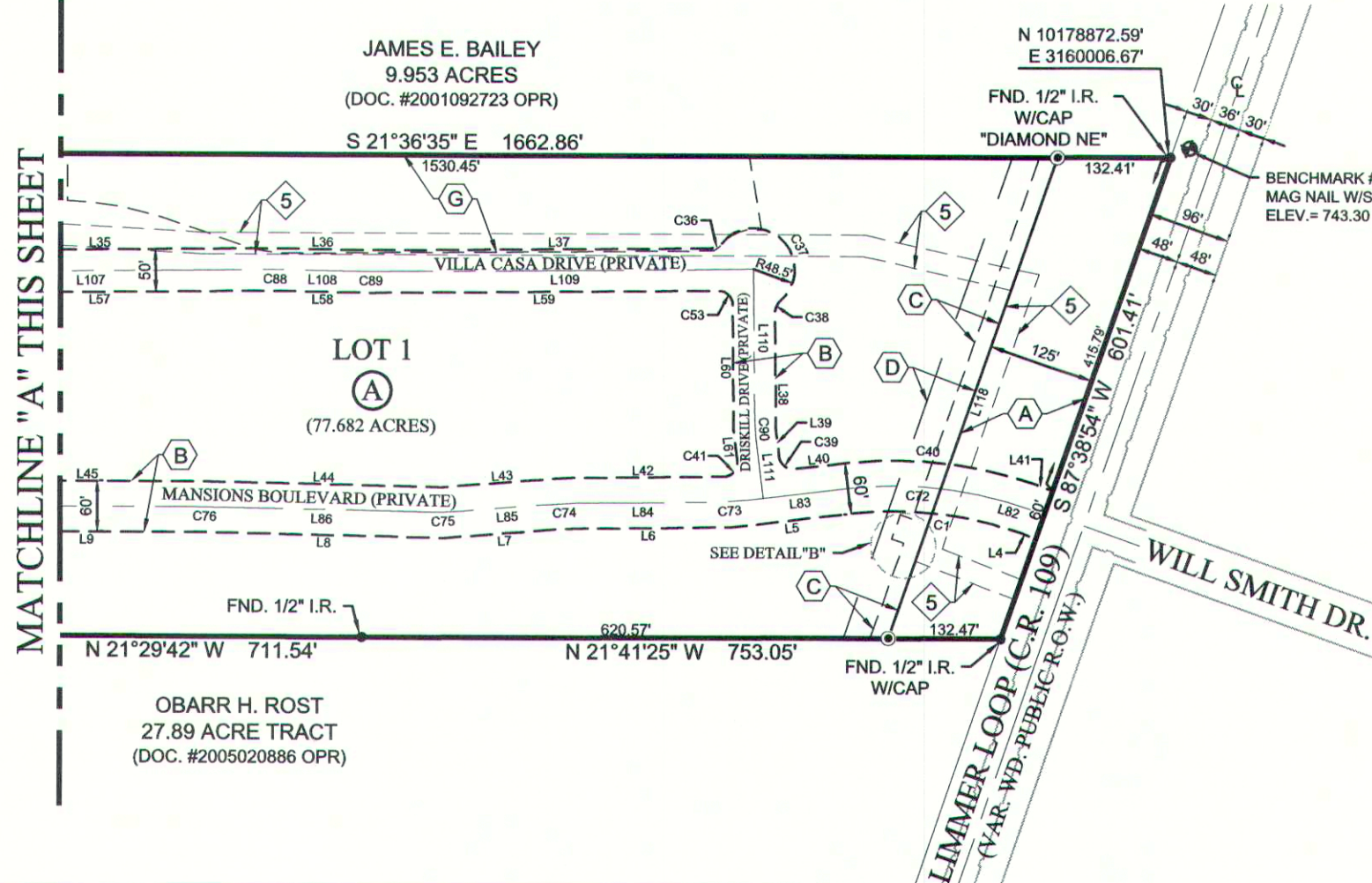
DETAIL "A"  
SCALE = 1:50



VAR. WD. WATER ESMT.  
DETAIL "B"  
SCALE = 1:100

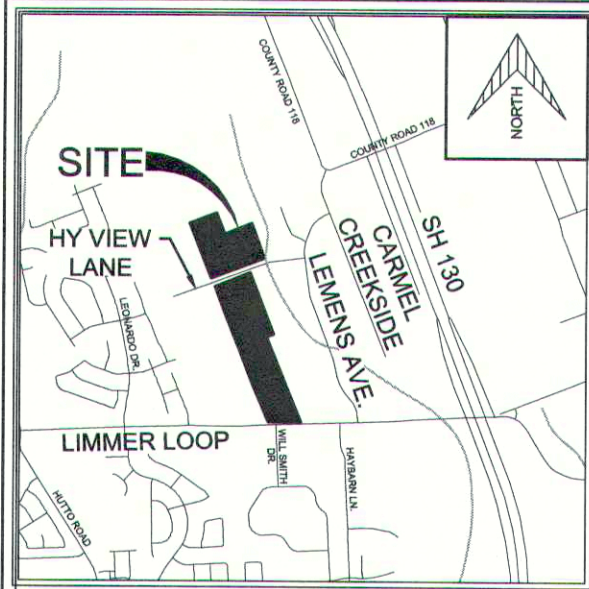


TYPICAL ROAD  
KNUCKLE RADIUS  
DETAIL  
SCALE = 1:100



PLAT NOTES AND LEGEND APPLY TO EVERY PAGE OF THIS MULTIPLE PAGE PLAT.





LOCATION MAP  
NOT TO SCALE

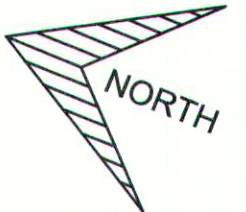
OWNER: 5000 LIMMER LOOP INVESTMENTS, LLC  
MATHEW J. HILES  
2505 N. STATE HWY. 360, SUITE 800  
GRAND PRAIRIE, TX. 75050  
PH. (972) 471-8700

ENGINEER/SURVEYOR: MBC ENGINEERS  
ROGER W. GUNDERMAN, P.E.  
1035 CENTRAL PARKWAY N.  
SAN ANTONIO, TX. 78232  
PH. (210) 545-1122

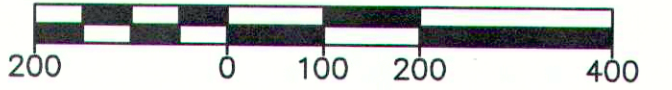
PROPOSED STREET TABLE:								
STREET NAME	CLASSIFICATION	DESIGN SPEED	LENGTH	ESM'T WIDTH	PAVEMENT WIDTH	F.O.C. TO F.O.C.	RURAL/URBAN	PRIVATE/PUBLIC
MONTELEONE DRIVE	LOCAL	25 MPH	708'	50'	30'	33'	URBAN	PRIVATE
VILLA ROYALE PLACE	LOCAL	25 MPH	708'	50'	30'	33'	URBAN	PRIVATE
LA SERENA CIRCLE	LOCAL	25 MPH	1,550'	50'	30'	33'	URBAN	PRIVATE
ST CECILA LANE	LOCAL	25 MPH	830'	50'	30'	33'	URBAN	PRIVATE
MANSION ROYALE	LOCAL	25 MPH	185'	50'	30'	33'	URBAN	PRIVATE
HY VIEW LN	LOCAL	25 MPH	1,054'	60'	28' (NO CURB)	N/A	RURAL	PRIVATE
WENTWORTH DRIVE	LOCAL	25 MPH	343'	50'	30'	33'	URBAN	PRIVATE
VAN ZANDT DRIVE	LOCAL	25 MPH	769'	50'	30'	33'	URBAN	PRIVATE
BROADMOOR STREET	LOCAL	25 MPH	510'	50'	30'	33'	URBAN	PRIVATE
WILCOX WAY	LOCAL	25 MPH	316'	50'	30'	33'	URBAN	PRIVATE
VILLA CASA DRIVE	LOCAL	25 MPH	2,305'	50'	30'	33'	URBAN	PRIVATE
MANSIONS BOULEVARD	LOCAL	25 MPH	709'	50'	30'	33'	URBAN	PRIVATE
MANSIONS BOULEVARD	COLLECTOR	30 MPH	1,795'	60'	37'	40'	URBAN	PRIVATE
DRISKILL DRIVE	LOCAL	25 MPH	269'	50'	30'	33'	URBAN	PRIVATE
VILLA BELLAGIO	LOCAL	25 MPH	269'	50'	30'	33'	URBAN	PRIVATE

NOTE: STREET PAVEMENT (WITH THE EXCEPTION OF HY VIEW LN) IS BEING MEASURED FROM FACE OF CURB TO FACE OF CURB (F.O.C. TO F.O.C.).  
STREETS ARE DESIGNED FOR URBAN WITH A STANDARD CURB AND GUTTER.

FINAL PLAT  
OF  
MANSIONS HUTTO  
A PRIVATE SUBDIVISION  
WILLIAMSON COUNTY, TEXAS



SCALE: 1" = 200'



MACINA • BOSE • COPELAND & ASSOC., INC.  
CONSULTING ENGINEERS AND LAND SURVEYORS

1035 Central Parkway North, San Antonio, Texas 78232  
(210) 545-1122 Fax (210) 545-9302 www.mbcengineers.com  
FIRM REGISTRATION NUMBER: T.B.P.E. F-784 & T.B.P.L.S. 10011700

DATE: 12/19/2022

JOB NO.: 32460/WILLIAMSON

Line Table		
Line #	Bearing	Length
L1	N 68°29'51" E	165.68'
L2	N 68°34'34" E	359.07'
L3	S 21°34'25" E	26.98'
L4	S 02°08'52" E	19.41'
L5	S 28°29'40" E	142.88'
L6	S 22°18'15" E	194.82'
L7	S 26°10'31" E	144.01'
L8	S 20°25'46" E	281.96'
L9	S 21°31'57" E	343.22'
L10	S 21°31'57" E	143.77'
L11	S 14°41'02" E	167.27'
L12	S 21°36'27" E	146.78'
L13	S 18°48'31" E	85.57'
L14	S 11°06'46" E	154.03'
L15	S 21°36'27" E	422.92'
L16	N 69°42'23" E	29.39'
L17	S 21°35'08" E	77.24'
L18	N 69°41'35" E	41.28'
L19	S 69°41'35" W	40.57'
L20	S 21°35'50" E	90.71'
L21	S 21°54'44" E	264.11'
L22	S 14°09'28" E	111.49'
L23	S 21°54'39" E	343.47'
L24	S 68°50'15" W	601.72'
L25	N 21°54'39" W	588.78'
L26	N 20°53'07" W	108.15'
L27	S 69°41'35" W	340.32'
L28	N 69°41'35" E	929.48'
L29	N 21°35'08" W	84.85'
L30	S 69°42'23" W	675.76'
L31	N 21°36'33" W	407.22'
L32	N 68°23'27" E	215.88'
L33	N 21°36'33" W	369.90'
L34	N 04°15'44" E	160.24'
L35	N 22°10'06" W	413.02'
L36	N 20°38'27" W	112.56'
L37	N 22°10'06" W	400.94'
L38	N 67°49'54" E	137.10'
L39	N 61°30'20" E	34.29'
L40	N 28°29'40" W	59.67'
L41	N 02°08'52" W	19.20'
L42	N 22°18'15" W	168.77'
L43	N 26°10'31" W	143.02'
L44	N 20°25'46" W	279.02'
L45	N 21°31'51" W	344.30'

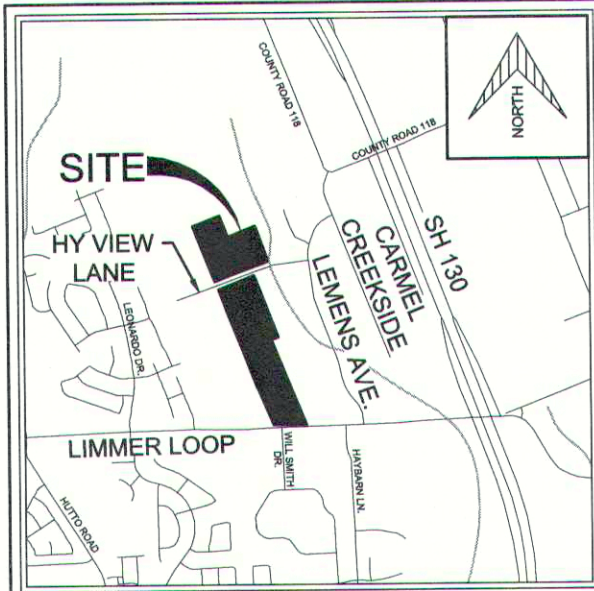
Line Table		
Line #	Bearing	Length
L46	N 21°31'57" W	140.18'
L47	N 14°41'02" W	167.31'
L48	N 21°36'27" W	150.41'
L49	N 24°25'01" W	88.89'
L50	N 11°06'46" W	145.99'
L51	N 21°36'27" W	425.60'
L52	N 69°42'23" E	209.98'
L53	S 21°36'33" E	211.78'
L54	S 43°23'46" E	52.40'
L55	S 21°36'33" E	488.47'
L56	S 04°15'44" W	179.55'
L57	S 22°10'06" E	413.49'
L58	S 20°38'27" E	112.56'
L59	S 22°10'06" E	410.13'
L60	S 67°49'54" W	148.39'
L61	S 61°30'20" W	36.63'
L62	S 21°36'33" E	35.57'
L63	S 43°23'46" E	52.40'
L64	S 21°36'33" E	209.87'
L65	S 69°42'23" W	270.35'
L66	N 21°36'33" W	425.22'
L67	N 68°23'27" E	224.41'
L68	N 21°35'50" W	100.59'
L69	N 69°06'53" E	508.11'
L70	S 20°53'07" E	105.70'
L71	S 69°41'35" W	506.89'
L72	S 21°54'44" E	275.37'
L73	S 14°09'28" E	111.49'
L74	S 21°54'39" E	95.36'
L75	S 68°50'15" W	618.77'
L76	N 21°54'39" W	338.37'
L77	N 69°06'53" E	487.76'
L78	S 21°54'39" E	176.47'
L79	S 68°50'15" W	618.77'
L80	N 21°54'39" W	176.47'
L81	N 68°50'15" E	618.77'
L82	S 02°08'52" E	19.31'
L83	S 28°29'40" E	115.85'
L84	S 22°18'15" E	152.92'
L85	S 26°10'31" E	104.05'
L86	S 20°25'46" E	237.90'
L87	S 21°31'57" E	570.33'
L88	S 14°41'02" E	110.73'
L89	S 21°36'27" E	191.24'
L90	S 11°06'46" E	116.46'

Line Table		
Line #	Bearing	Length
L91	S 21°36'27" E	449.24'
L92	S 21°35'08" E	166.86'
L93	N 21°35'50" W	182.19'
L94	S 21°54'44" E	305.29'
L95	S 14°09'28" E	86.42'
L96	S 21°54'39" E	382.65'
L97	S 68°50'15" W	701.77'
L98	N 21°54'39" W	638.81'
L99	N 69°06'53" E	606.19'
L100	N 69°42'23" E	766.36'
L101	S 21°36'33" E	507.28'
L102	S 68°23'27" W	307.41'
L103	N 21°36'33" W	252.34'
L104	N 43°23'46" W	52.40'
L105	N 21°36'33" W	488.47'
L106	N 04°15'44" E	169.92'
L107	N 22°10'06" W	458.71'
L108	N 20°38'27" W	99.23'
L109	N 22°10'06" W	444.63'
L110	N 67°49'54" E	178.28'
L111	N 61°30'20" E	71.95'
L112	S 68°50'15" W	701.77'
L113	N 20°53'07" W	188.12'
L114	N 69°41'35" E	1053.80'
L115	N 02°03'42" W	15.00'
L116	N 87°38'54" E	30.00'
L117	S 02°03'42" E	15.00'
L118	S 87°38'54" W	601.61'

Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord Bearing	Chord Length
C1	202.33'	440.00'	26°20'48"	102.99'	S 15°19'16" E	200.55'
C2	21.92'	25.00'	50°14'34"	11.72'	S 46°39'14" E	21.23'
C3	106.98'	61.00'	100°29'09"	73.33'	S 21°31'57" E	93.79'
C4	21.92'	25.00'	50°14'34"	11.72'	S 03°35'20" W	21.23'
C5	25.54'	16.50'	88°41'10"	16.13'	S 65°57'02" E	23.07'
C6	14.49'	16.50'	50°19'22"	7.75'	N 44°32'42" E	14.03'
C7	160.29'	48.50'	189°21'13"	592.85'	S 65°56'23" E	96.68'
C8	14.49'	16.50'	50°19'22"	7.75'	S 03°34'33" W	14.03'
C9	25.55'	16.50'	88°43'17"	16.14'	S 65°56'47" E	23.07'
C10	26.29'	16.50'	91°17'25"	16.88'	S 24°02'52" W	23.60'
C11	14.49'	16.50'	50°19'22"	7.75'	S 46°45'31" E	14.03'
C12	147.12'	48.50'	173°48'15"	896.11'	S 14°58'55" W	96.86'
C13	35.65'	16.50'	123°47'46"	30.90'	S 39°59'09" W	29.11'
C14	14.49'	16.50'	50°19'22"	7.75'	S 47°04'20" E	14.03'
C15	162.01'	48.50'	191°23'38"	486.17'	S 23°27'48" W	96.52'
C16	14.49'	16.50'	50°19'22"	7.75'	N 86°00'04" W	14.03'
C17	14.49'	16.50'	50°19'22"	7.75'	S 43°40'34" W	14.03'
C18	160.75'	48.50'	189°53'50"	560.14'	N 66°32'12" W	96.64'
C19	14.49'	16.50'	50°19'22"	7.75'	N 03°15'02" E	14.03'
C20	308.59'	210.00'	84°11'38"	189.73'	N 20°11'10" E	281.56'
C21	23.95'	16.50'	83°10'06"	14.64'	N 20°41'56" E	21.90'
C22	25.75'	16.50'	89°25'18"	16.33'	N 65°35'46" W	23.22'
C23	26.29'	16.50'	91°16'43"	16.87'	N 24°03'13" E	23.59'
C24	25.55'	16.50'	88°42'29"	16.13'	N 65°56'23" W	23.07'
C25	14.49'	16.50'	50°19'22"	7.75'	S 44°32'42" W	14.03'
C26	160.26'	48.50'	189°19'48"	594.36'	N 65°57'05" W	96.68'
C27	14.49'	16.50'	50°19'22"	7.75'	N 03°33'08" E	14.03'
C28	14.49'	16.50'	50°19'22"	7.75'	N 46°46'14" W	14.03'
C29	161.38'	48.50'	190°38'44"	520.56'	N 23°23'27" E	96.58'
C30	14.49'	16.50'	50°19'22"	7.75'	S 86°26'52" E	14.03'
C31	25.92'	16.50'	90°00'00"	16.50'	N 23°23'27" E	23.33'
C32	94.82'	210.00'	25°52'18"	48.23'	N 08°40'25" W	94.02'
C33	29.17'	26.50'	63°04'42"	16.26'	N 27°16'38" W	27.72'
C34	93.97'	59.50'	90°29'27"	60.01'	N 13°34'15" W	84.51'
C35	24.90'	26.50'	53°50'34"	13.46'	N 04°45'12" E	24.00'
C36	14.49'	16.50'	50°19'22"	7.75'	N 47°19'47" W	14.03'
C37	161.38'	48.50'	190°38'44"	520.56'	N 22°49'54" E	96.58'
C38	14.49'	16.50'	50°19'22"	7.75'	S 87°00'24" E	14.03'
C39	25.92'	16.50'	90°00'00"	16.50'	N 16°30'20" E	23.33'
C40	229.92'	500.00'	26°20'48"	117.03'	N 15°19'16" W	227.90'
C41	27.70'	16.50'	96°11'26"	18.39'	N 70°23'57" W	24.56'
C42	21.92'	25.00'	50°14'34"	11.72'	N 03°35'20" E	21.23'
C43	106.98'	61.00'	100°29'09"	73.33'	N 21°31'57" W	93.79'
C44	21.92'	25.00'	50°14'34"	11.72'	N 46°39'14" W	21.23'
C45	26.30'	16.50'	91°18'50"	16.88'	N 24°02'58" E	23.60'
C46	25.54'	16.50'	88°41'04"	16.13'	S 65°57'05" E	23.07'
C47	79.85'	210.00'	21°47'13"	40.41'	S 32°30'10" E	79.37'

Curve Table						
Curve #	Length	Radius	Delta	Tangent	Chord Bearing	Chord Length
C48	60.84'	160.00'	21°47'13"	30.79'	S 32°30'10" E	60.47'
C49	72.25'	160.00'	25°52'18"	36.75'	S 08°40'25" E	71.63'
C50	19.36'	26.50'	41°50'57"	10.13'	S 25°11'13" W	18.93'
C51	125.51'	59.50'	120°51'29"	104.86'	S 14°19'04" E	103.50'
C52	24.32'	26.50'	52°34'43"	13.09'	S 48°27'28" E	23.47'
C53	25.92'	16.50'	90°00'00"	16.50'	S 22°49'54" W	23.33'
C54	25.92'	16.50'	90°00'00"	16.50'	S 66°36'33" E	23.33'
C55	79.85'	210.00'	21°47'13"	40.41'	S 32°30'10" E	79.37'
C56	60.84'	160.00'	21°47'13"	30.79'	S 32°30'10" E	60.47'
C57	26.30'	16.50'	91°18'56"	16.88'	S 24°02'55" W	23.60'
C58	25.54'	16.50'	88°41'04"	16.13'	N 65°57'05" W	23.07'
C59	25.92'	16.50'	90°00'00"	16.50'	N 23°23'27" E	23.33'
C60	25.55'	16.50'	88°42'35"	16.13'	N 65°57'08" W	23.07'
C61	26.12'	16.50'	90°42'43"	16.71'	N 23°45'31" E	23.48'
C62	25.92'	16.50'	90°00'00"	16.50'	S 65°53'07" E	23.33'
C63	26.08'	16.50'	90°34'42"	16.67'	S 24°24'14" W	23.45'
C64	25.62'	16.50'	88°58'23"	16.21'	S 66°23'56" E	23.12'
C65	26.13'	16.50'	90°44'54"	16.72'	S 23°27'48" W	23.49'
C66	25.70'	16.50'	89°15'06"	16.29'	N 66°32'12" E	23.18'
C67	254.19'	160.00'	91°01'32"	162.89'	N 23°36'07" E	228.29'
C68	25.70'	16.50'	89°15'06"	16.29'	S 66°32'12" E	23.18'
C69	26.13'	16.50'	90°44'54"	16.72'	S 23°27'48" W	23.49'
C70	25.70'	16.50'	89°15'06"	16.29'	N 66°32'12" W	23.18'
C71	26.13'	16.50'	90°44'54"	16.72'	N 23°27'48" E	23.49'
C72	216.12'	470.00'	26°20'48"	110.01'	S 15°19'16" E	214.22'
C73	50.78'	470.00'	6°11'26"	25.42'	S 25°23'57" E	50.76'
C74	31.76'	470.00'	3°52'16"	15.88'	S 24°14'23" E	31.75'
C75	47.13'	470.00'	5°44'45"	23.59'	S 23°18'08" E	47.11'
C76	38.50'	2000.00'	1°06'11"	19.25'	S 20°58'51" E	38.50'
C77	56.18'	470.00'	6°50'55"	28.12'	S 18°06'29" E	56.15'
C78	56.80'	470.00'	6°55'25"	28.43'	S 18°08'44" E	56.76'
C79	32.97'	180.00'	10°29'41"	16.53'	S 16°21'37" E	32.92'
C80	32.97'	180.00'	10°29'41"	16.53'	S 16°21'37" E	32.92'
C81	25.04'	185.00'	7°45'16"	12.54'	S 18°02'06" E	25.02'
C82	25.03'	185.00'	7°45'11"	12.54'	S 18°02'03" E	25.01'
C83	293.91'	185.00'	91°01'32"	188.34'	N 23°36'07" E	263.96'
C84	70.35'	185.00'	21°47'13"	35.60'	N 32°30'10" W	69.92'
C85	70.35'	185.00'	21°47'13"	35.60'	N 32°30'10" W	69.92'
C86	83.54'	185.00'	25°52'18"	42.49'	N 08°40'25" W	82.83'
C87	85.34'	185.00'	26°25'50"	43.44'	N 08°57'11" W	84.59'
C88	13.33'	500.00'	1°31'38"	6.66'	N 21°24'16" W	13.33'
C89	13.33'	500.00'	1°31'38"	6.66'	N 21°24'16" W	13.33'
C90	20.43'	185.00'	6°19'35"	10.22'	N 64°40'07" E	20.42'





LOCATION MAP  
NOT TO SCALE

OWNER: 5000 LIMMER LOOP INVESTMENTS, LLC  
MATHEW J. HILES  
2505 N. STATE HWY. 360, SUITE 800  
GRAND PRAIRIE, TX. 75050  
PH. (972) 471-8700

ENGINEER/SURVEYOR: MBC ENGINEERS  
ROGER W. GUNDERMAN, P.E.  
1035 CENTRAL PARKWAY N.  
SAN ANTONIO, TX. 78232  
PH. (210) 545-1122

#### DRAINAGE MAINTENANCE

MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

#### MINIMUM FINISHED FLOOR ELEVATION

EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER. THE BFE FOR THIS PLAT IS TO BE BASED ON THE FEMA FIS 500-YR WSEL ASSOCIATED WITH FEMA FIRM PANEL 4891C0505F EFFECTIVE DATE DECEMBER 20, 2019.

#### SURVEYOR'S NOTES:

- PROPERTY CORNERS ARE MONUMENTED WITH A CAP OR DISK MARKED "MBC ENGINEERS" UNLESS NOTED OTHERWISE.
- BEARINGS AND COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAZ011) FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE DISPLAYED IN GRID VALUES DERIVED FROM THE NGS COOPERATIVE CORS NETWORK.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 15 DAY OF March, 2023 A.D.

Cindy Bridges  
WILLIAMSON COUNTY ADDRESSING COORDINATOR  
Cindy Bridges

#### SURVEYOR'S CERTIFICATION

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

Joel Christian Johnson  
JOEL CHRISTIAN JOHNSON  
R.P.L.S. NO. 5578  
STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF BEXAR

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. A PORTION OF THIS TRACT IS ENCRONCHED BY THE 1% ANNUAL CHANCE FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0505F EFFECTIVE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS

I, ROGER W. GUNDERMAN, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

Roger W. Gunderman, P.E.  
ROGER W. GUNDERMAN  
LICENSED PROFESSIONAL ENGINEER NO. 103537

#### METES AND BOUNDS DESCRIPTION OF

A 79.41 ACRE TRACT OF LAND, SITUATED IN THE WILLIAM DUNN SURVEY, ABSTRACT NUMBER 196, WILLIAMSON COUNTY, TEXAS; BEING ALL OF A 5.00 ACRE TRACT OF LAND SITUATED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2176, PAGE 749, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; BEING ALL OF TRACT 1: A 24.021 ACRE TRACT OF LAND AND ALL OF TRACT 2: A 20.408 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020166900, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; BEING ALL OF TRACT 1: A 10.023 ACRE TRACT OF LAND AND ALL OF TRACT 2: A 10.017 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020166901, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; AND ALL OF A 9.96 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020166201, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 79.41 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 1/2-INCH IRON ROD FOUND MARKING THE MOST NORTHERLY CORNER OF A 10.0662 ACRE TRACT DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN VOLUME 2518, PAGE 130, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND MARKING THE NORTHWESTERLY CORNER OF SAID 24.021 ACRE TRACT OF LAND;

**THENCE** N 68° 25' 24" E A DISTANCE OF 527.88 FEET, ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID 24.021 ACRE TRACT TO A 1/2-INCH IRON ROD FOUND MARKING THE MOST WESTERLY CORNER OF SAID 5.00 ACRE TRACT OF LAND;

**THENCE** N 68° 29' 51" E A DISTANCE OF 165.68 FEET, ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID 5.00 ACRE TRACT OF LAND TO A 1/2-INCH IRON ROD FOUND;

**THENCE** N 68° 34' 34" E A DISTANCE OF 359.07 FEET, CONTINUING ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID 5.00 ACRE TRACT OF LAND TO A 1/2-INCH IRON ROD FOUND MARKING THE MOST NORTHERLY CORNER OF SAID 5.00 ACRE TRACT;

**THENCE** S 21° 42' 44" E PASSING AT A DISTANCE OF 108.33 FEET, A 1/2-INCH IRON ROD FOUND MARKING THE NORTHWESTERLY CORNER OF A 5.0133 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020079305, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 414.34 FEET, ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID 5.00 ACRE TRACT OF LAND TO A 1/2-INCH IRON ROD FOUND MARKING THE MOST EASTERLY CORNER OF SAID 5.00 ACRE TRACT OF LAND AND MARKING THE NORTHEASTERLY CORNER OF SAID 24.021 ACRE TRACT OF LAND;

#### GENERAL NOTES:

- NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN, UNLESS APPROVED BY THE COUNTY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE COUNTY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
- A PORTION OF THIS TRACT IS ENCRONCHED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0505F EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
- NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
- MAIL BOXES WILL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE UNITED STATES POSTAL SERVICE (USPS).
- IT IS THE RESPONSIBILITY OF THE OWNER (OR HOA), NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
- ESTABLISHING ONE (1) MULTI-FAMILY LOT.
- THE OWNER (OR HOA) SHALL BE PERPETUALLY RESPONSIBLE FOR THE MAINTENANCE OF ACCESS EASEMENTS AND PRIVATE ROADS WITHIN THIS SUBDIVISION. THE OWNER (OR HOA) SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE, AND MEMBERSHIP IN THIS ASSOCIATION (IF APPLICABLE) SHALL BE MANDATORY FOR ALL LOT OWNER(S). THE COUNTY WILL NEVER ACCEPT THESE ROADS FOR MAINTENANCE.
- ALL ACCESS EASEMENTS AND ROADS IN THIS SUBDIVISION ARE PRIVATE. THE OWNER (OR HOA), SHALL BE PERPETUALLY LIABLE FOR THE MAINTENANCE OF THESE ROADS. THE QUALITY OF ALL ROADS SHALL BE MAINTAINED TO SUCH A STANDARDS THAT DOES NOT AFFECT ACCESS BY PUBLIC SERVICE AGENCIES SUCH AS POLICE, FIRE, EMERGENCY MEDICAL SERVICES.
- WATER SERVICE IS PROVIDED BY: JONAH SPECIAL UTILITY DISTRICT. WASTEWATER SERVICE IS PROVIDED BY: CITY OF ROUND ROCK.
- FIRE LANE SIGNS SHALL BE POSTED ON ONE SIDE OF ROADS MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE.
- ALL ACCESS EASEMENTS AND PRIVATE ROADS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- THE OWNER (OR HOA) OF THIS SUBDIVISION WILL FULLY MAINTAIN ALL OF HY VIEW THROUGH THE SUBDIVISION UP TO THE CONNECTION AT LEMENS AVENUE.
- IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER (OR HOA) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
- IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
- THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY THE OWNER (OR HOA).
- THE OWNER (OR HOA) SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THE OWNER (OR HOA) SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
- EVERY DEED WITHIN THIS SUBDIVISION SHALL CONTAIN NOTICE THAT ALL ROADS WITHIN THIS SUBDIVISION ARE PRIVATE. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS UNLESS THEY MEET THE COUNTY STANDARDS IN EFFECT ON THE DATE OF ACCEPTANCE.

**THENCE** S 21° 37' 37" E PASSING AT A DISTANCE OF 184.88 FEET, A 1/2-INCH IRON ROD FOUND MARKING THE MOST SOUTHERLY CORNER OF SAID 5.0133 ACRE TRACT, CONTINUING ALONG THE SOUTHWESTERLY BOUNDARY LINE OF A 5.00 ACRE TRACT, DESCRIBED IN WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2005048414, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND ALONG THE SOUTHWESTERLY BOUNDARY LINE OF A 3.971 ACRE TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN, RECORDED IN DOCUMENT NUMBER 2013034104, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS A TOTAL DISTANCE OF 770.66 FEET TO A 1/2-INCH IRON ROD FOUND MARKING THE SOUTHWESTERLY CORNER OF SAID 3.971 ACRE TRACT, AND BEING THE NORTHWESTERLY CORNER OF A 5.003 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2019007190, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS;

**THENCE** S 21° 34' 25" E A DISTANCE OF 26.98 FEET, ALONG THE WESTERLY BOUNDARY LINE OF SAID 5.003 ACRE TRACT, TO A 1/2-INCH IRON ROD FOUND MARKING THE SOUTHEASTERLY CORNER OF SAID 24.021 ACRE TRACT AND MARKING THE MOST NORTHERLY CORNER OF SAID 9.96 ACRE TRACT;

**THENCE** S 21° 38' 42" E A DISTANCE OF 1226.94 FEET TO A 1/2-INCH IRON ROD WITH MAP STAMPED "MBC ENGINEERS" SET MARKING THE MOST EASTERLY CORNER OF SAID 9.96 ACRE TRACT, AND MARKING THE MOST NORTHERLY CORNER OF A 9.79 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2012041156, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS;

**THENCE** S 68° 17' 38" W PASSING AT A DISTANCE OF 236.00 FEET, A 1/2-INCH IRON ROD FOUND MARKING THE MOST WESTERLY CORNER OF SAID 9.79 ACRE TRACT AND BEING THE MOST NORTHERLY CORNER OF A 9.953 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT 2001092723, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, CONTINUING ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID 9.953 ACRE TRACT FOR A TOTAL DISTANCE OF 484.37 FEET TO A 1/2-INCH IRON ROD FOUND MARKING THE MOST WESTERLY CORNER OF SAID 9.953 ACRE TRACT AND BEING THE MOST NORTHEASTERLY CORNER OF SAID 20.408 ACRE TRACT OF LAND;

**THENCE** S 21° 36' 35" E A DISTANCE OF 1662.86 FEET, ALONG THE WESTERLY BOUNDARY LINE OF SAID 9.953 ACRE TRACT OF LAND, TO A 1/2-INCH IRON ROD FOUND ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 109 (LIMMER LOOP), A VARIABLE WIDTH PUBLIC RIGHT OF WAY MARKING THE SOUTHWESTERLY CORNER OF SAID 9.953 ACRE TRACT OF LAND AND BEING THE SOUTHEASTERLY CORNER OF SAID 20.408 ACRE TRACT OF LAND;

**THENCE** S 87° 38' 54" W A DISTANCE OF 601.41 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 109 TO A 1/2-INCH IRON ROD FOUND MARKING THE SOUTHWESTERLY CORNER OF SAID 20.408 ACRE TRACT OF LAND;

**THENCE** N 21° 41' 25" W A DISTANCE OF 753.05 FEET, DEPARTING THE NORTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 109, ALONG THE NORTHEASTERLY BOUNDARY LINE OF A 27.896 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN, RECORDED IN DOCUMENT NUMBER 2005020886, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, TO A 1/2-INCH IRON ROD FOUND;

**THENCE** N 21° 29' 42" W A DISTANCE OF 711.54 FEET, TO A 1/2-INCH IRON ROD FOUND MARKING THE MOST NORTHERLY CORNER OF SAID 27.89 ACRE TRACT, BEING THE MOST EASTERLY CORNER OF A 24.953 ACRE TRACT DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2006092942, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING THE NORTHWESTERLY CORNER OF SAID 20.408 ACRE TRACT OF LAND AND THE SOUTHWESTERLY CORNER OF SAID 10.023 ACRE TRACT OF LAND;

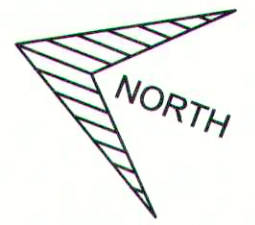
**THENCE** N 21° 48' 12" W A DISTANCE OF 689.58 FEET, ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID 10.023 ACRE TRACT, TO A 1/2-INCH IRON ROD FOUND MARKING THE MOST EASTERLY CORNER OF A 5.231 ACRE TRACT, DESCRIBED IN GENERAL WARRANTY DEED WITH VENDOR'S LIEN, RECORDED IN VOLUME 2135, PAGE 955, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; AND BEING THE MOST NORTHERLY CORNER OF SAID 24.953 ACRE TRACT;

**THENCE** N 21° 37' 37" W PASSING AT A DISTANCE OF 563.16 FEET, A 1/2-INCH IRON ROD FOUND MARKING THE MOST NORTHERLY CORNER OF SAID 5.231 ACRE TRACT, BEING THE MOST EASTERLY CORNER OF SAID 10.023 ACRE TRACT, AND BEING THE SOUTHWESTERLY CORNER OF SAID 24.021 ACRE TRACT OF LAND PASSING AT A DISTANCE OF 613.01 FEET A 1/2-INCH IRON ROD FOUND MARKING THE MOST EASTERLY CORNER OF SAID 10.0662 ACRE TRACT, CONTINUING ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID 10.0662 ACRE TRACT, A TOTAL DISTANCE OF 743.18 FEET TO A 1/2-INCH IRON ROD FOUND;

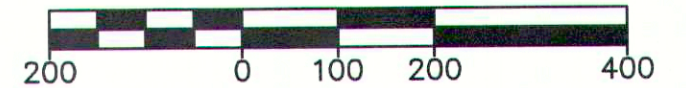
**THENCE** N 21° 36' 48" W A DISTANCE OF 1008.66 FEET CONTINUING ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID 10.0662 ACRE TRACT, TO THE POINT OF BEGINNING, AND CONTAINING 79.41 ACRES MORE OR LESS, AS SURVEYED BY MACINA, BOSE, COPELAND, AND ASSOCIATES, INC.

- DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER (OR HOA). IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
- THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY 1 FOOT ABOVE THE 500 YEAR FLOODPLAIN AS DELINEATED FROM THE FEMA FIRM 48491C0505F, VERSION NUMBER 2.3.3.3, MAP REVISED DECEMBER 20, 2019.
- WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS.
- A SIGN SHALL BE PLACED AT THE ENTRANCE OF THE SUBDIVISION CLEARLY STATING THAT THE ROADS IN THIS SUBDIVISION ARE PRIVATE ROADS. THE LOCATION OF THIS SIGN SHALL BE SHOWN IN THE CONSTRUCTION PLANS.
- OWNER THAT GATES THE ENTRANCE TO THE SUBDIVISION, SHALL PROVIDE EITHER A CRASH GATE OR A LOCK BOX AND A LETTER OF APPROVAL FROM ALL OF THE AFFECTED EMERGENCY RESPONSE AGENCIES STATING THEIR APPROVAL OF FULL-TIME ACCESS TO AND FROM THE SUBDIVISION.
- THE COUNTY WILL NOT BE RESPONSIBLE FOR PROVIDING ENFORCEMENT OF TRAFFIC CONTROL WITHIN PRIVATE SUBDIVISIONS.
- A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY. ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION 811.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

## FINAL PLAT OF MANSIONS HUTTO A PRIVATE SUBDIVISION WILLIAMSON COUNTY, TEXAS



SCALE: 1" = 200'



MACINA • BOSE • COPELAND & ASSOC., INC.

CONSULTING ENGINEERS AND LAND SURVEYORS

1035 Central Parkway North, San Antonio, Texas 78232  
(210) 545-1122 Fax (210) 545-9302 www.mbcengineers.com  
FIRM REGISTRATION NUMBER: T.B.P.E. F-784 & T.B.P.L.S. 10011700

DATE: 12/19/2022

JOB NO.: 32460/WILLIAMSON

STATE OF TEXAS { KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF TARRANT {

I, MATHEW J. HILES, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2020166201, 2020168900 & 2020168901 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE, SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS MANSIONS HUTTO.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 13<sup>th</sup> DAY OF March, 2023.

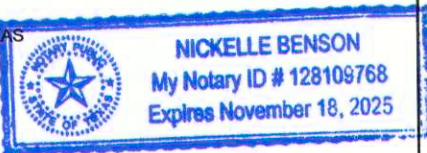
Matthew J. Hiles  
MATHEW J. HILES  
5000 LIMMER LOOP INVESTMENTS, LLC  
TITLE: VICE PRESIDENT  
2505 N. STATE HWY. 360 SUITE 800  
GRAND PRAIRIE, TX. 75050

STATE OF TEXAS { KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF TARRANT {

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13<sup>th</sup> DAY OF March, 2023.

Nickelle Benson  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
Nickelle Benson  
NOTARY PUBLIC PRINTED OR TYPED NAME



MY COMMISSION EXPIRES ON: \_\_\_\_\_

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

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

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

DATE

STATE OF TEXAS §  
COUNTY OF WILLIAMSON § § KNOWN ALL MEN BY THESE PRESENTS:

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

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

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

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

SHEET 3 OF 3

PLAT NOTES AND LEGEND APPLY TO EVERY PAGE OF THIS MULTIPLE PAGE PLAT.



**Commissioners Court - Regular Session****20.****Meeting Date:** 03/28/2023

Indigent/Abandoned Burial

**Submitted For:** Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Mickayla Jayne Evelyn) who passed away in Williamson County, Texas where there has been an inquest by the Justice of the Peace Pct 4 and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Order for Interment

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 03/23/2023

**Reviewed By**

Becky Pruitt

**Date**

03/23/2023 04:09 PM

Started On: 03/23/2023 03:22 PM

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

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**ORDER OF COMMISSIONERS COURT  
OF WILLIAMSON COUNTY, TEXAS  
AUTHORIZING INTERMENT  
OF DECEDENT’S REMAINS  
(Mickayla Jayne Evelyn)**

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Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Mickayla Jayne Evelyn (SSN xxx-xx-5709) passed away on March 20, 2023, at the age of 56 while admitted at Ascension Seton Williamson Hospital, located at 201 Seton Parkway, Round Rock, Texas 78665.

The Court further finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased’s family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased’s body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment

falls to Williamson County.

The Court further finds that the magistrate conducting the inquest shall inter the remains pursuant to Texas Health & Safety Code, Chapter 711, Section 711.002(e) and in this case the Justice of the Peace, Pct. 4 of Williamson County, Texas ordered an inquest and has requested county funding for an indigent burial or abandoned body for proper disposition of the deceased's body.

**IT IS THEREFORE ORDERED THAT** the deceased body shall be interred (*i.e.*, permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

**IT IS FURTHER ORDERED THAT** Back Funeral Home is granted authority to cremate the deceased.

Signed and entered this \_\_\_\_ day of March, 2023.

---

Hon. Bill Gravell  
Williamson County Judge

**Commissioners Court - Regular Session****21.****Meeting Date:** 03/28/2023

Proclamation for George and Barbara Brightwell

**Submitted By:** John Pelczar, Juvenile Services**Department:** Juvenile Services**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on a proclamation honoring George and Barbara Brightwell for their extraordinary service to Georgetown and the Williamson County communities, and naming the private drive around the Juvenile Justice Center as Brightwell Loop.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Proclamation-Brightwell

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: John Pelczar

Final Approval Date: 03/22/2023

**Reviewed By**

Becky Pruitt

**Date**

03/22/2023 02:06 PM

Started On: 03/22/2023 01:25 PM



# PROCLAMATION

**Whereas**, Dr. Barbara H. Brightwell and George A. Brightwell are native Texans, high school sweethearts, and beloved pillars of the community in Georgetown and Williamson County;

**Whereas**, the Brightwells have built a legacy of unbridled generosity intended to change lives and improve our community;

**Whereas**, recognizing the importance of empowering all of us to build healthy and productive lives, the Brightwells founded LifeSteps, and established an endowment at the Georgetown Health Foundation;

**Whereas**, much of the philanthropic work that the Brightwells have engaged in has centered on youth, including supporting The Georgetown Project, which impacts our schools, and donating the land used to establish the Ride on Center for Kids (ROCK);

**Whereas**, the Brightwells are proud of the benefits that education has provided them and want others to have access to first-rate institutions of higher learning, so they have endowed scholarships at Rice University, where George completed his undergraduate degree, and Southwestern University, where both George and Barbara served as administrators;

**Whereas**, it is possible that either Barbara or George have served with distinction on most of the boards that exist in Georgetown;

**NOW, THEREFORE, BE IT PROCLAIMED** that the Williamson County Commissioners Court hereby designates the loop on county land around the Williamson County Juvenile Justice Complex as the

## **BRIGHTWELL LOOP**

in honor of **BARBARA AND GEORGE BRIGHTWELL**, and with respect and love we express our gratitude for their generosity to the people, and particularly the youth, of Georgetown and Williamson County.

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

---

Bill Gravell, Jr.  
Williamson County Judge

**Commissioners Court - Regular Session****22.****Meeting Date:** 03/28/2023

The Purpose Project Grant Resolution

**Submitted By:** John Pelczar, Juvenile Services**Department:** Juvenile Services**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on the approval of The Purpose Project grant resolution for Juvenile Services.

**Background**

Juvenile Services has applied for \$12,000 in grant funds through the Officer of the Governor-Criminal Justice Division. This is the third year of this grant application, and approval to apply for this grant was received by Williamson County Commissioners Court on 02/14/2023.

If the funding is awarded, the department will continue to partner with Catalyst Collective to administer The Purpose Project, a six-week early intervention program that implements Developmental Relationships and SPARKS research into their framework. Through this grant, the Purpose Project will one-on-one mentoring to help youth build developmental relationships at home, in their schools, and in their community. These relationships will not only support and encourage their goals, but also help identify, nourish, and engage their SPARKS. In doing so, The Purpose Project will assist in diverting youth from entering the Juvenile Justice System.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

FY23 The Purpose Project Resolution

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: John Pelczar

Final Approval Date: 03/22/2023

**Reviewed By**

Becky Pruitt

**Date**

03/22/2023 02:40 PM

Started On: 03/22/2023 01:34 PM



## THE PURPOSE PROJECT

### STATE OF TEXAS COUNTY OF WILLIAMSON

On this the 28<sup>th</sup> day of March 2023, a duly called and lawfully convened meeting of the Williamson County Commissioners Court was held in the City of Georgetown, pursuant to the Texas Open Meetings Act. A quorum of the members were present, to wit:

(Insert names of Commissioners Court Members Present)

Bill Gravell	Valerie Covey
Cynthia Long	Terry Cook
Russ Boles	

Where, among other matters, came up for consideration and adoption the following Resolution:

**Whereas**, the Williamson County Commissioners Court finds it is in the best interest of the citizens of Williamson County, that Williamson County Juvenile Services accept funding for the General Juvenile Justice and Truancy Prevention Program Grant, The Purpose Project, Grant Number 4249103; and

**Whereas**, the Williamson County Commissioners Court has considered the proposed application for State and Federal Assistance for said project, in the amount of \$12,000.00 to be submitted to the Office of the Governor, Criminal Justice Division, Fund JJDP Program; and

**Whereas**, the Williamson County Commissioners Court agrees in the event of loss or misuse of the Criminal Justice Division funds, the Williamson County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full; and

**Whereas**, the Williamson County Commissioners Court has agreed that a designation of the title of an authorized official who is given the power to apply for, accept, reject, alter, or terminate a grant is hereby identified as the Williamson County Judge.

**Therefore, Be It Resolved** that the Williamson County Commissioners Court approves submission of the grant application for the General Juvenile Justice and Truancy Prevention Program, The Purpose Project, Grant Number 4249103, to the Office of the Governor, Criminal Justice Division.

The foregoing Resolution was lawfully moved by \_\_\_\_\_, duly seconded by \_\_\_\_\_, and duly adopted by the Williamson County Commissioners Court on a vote of \_\_\_\_\_ members for the motion and \_\_\_\_\_ opposed.

\_\_\_\_\_  
Bill Gravell, Jr.

Printed Name of Williamson County Judge

\_\_\_\_\_  
Signature of Williamson County Judge

\_\_\_\_\_  
March 28, 2023

Date Signed

**Commissioners Court - Regular Session****23.****Meeting Date:** 03/28/2023

Re-class

**Submitted By:** Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on reclassifying three positions, PCN's 0845, 0857, and 0810, within Emergency Medical Services (EMS) from Paramedics to Emergency Medical Technicians - Basics (EMT-B).

**Background**

This is the same action that was taken earlier this year. EMS has three additional vacant Paramedic positions that have been identified that can be re-classed to fulfill this request. We are asking for this to be approved outside the normal window of time due to a strong applicant pool. This will assist us in filling all vacancies and provide relief for field employees. There would be no additional funding needed. This is supported by HR.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 03/22/2023

**Reviewed By**

Becky Pruitt

**Date**

03/22/2023 03:23 PM

Started On: 03/22/2023 02:37 PM

**Commissioners Court - Regular Session****24.****Meeting Date:** 03/28/2023

Discuss, consider, and take appropriate action on a proposed plan for a shared cost structure for non-County dispatche agencies

**Submitted For:** Chris Connealy**Submitted By:** Damaris Morales, Emergency Services Dept.**Department:** Emergency Services Dept.**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on a proposed plan for a shared cost structure for non-County dispatched agencies.

**Background**

The proposed plan is the result of a discussion between Emergency Communications, Technology Services, and two members of the Commissioner's Court. The plan will set up cost-sharing with non-County agencies for emergency dispatch services and related technology. Costs were calculated by computer-aided dispatch (CAD) call volumes, department expenses, and technology utilization and would be phased into the full amounts over a 3-year period.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Pay for Dispatch Proposal

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Damaris Morales

Final Approval Date: 03/23/2023

**Reviewed By**

Becky Pruitt

**Date**

03/23/2023 11:02 AM

Started On: 03/23/2023 08:45 AM

## Charge for Dispatch Services Projections

### Projected Dispatch Service Expenses & Calls w/ Graduated Payments

Allotted Calls before Charge Initiated:	2,500
Cost per Call (FY 23):	\$ 25.14

Allotted Technology Licenses before Charge Initiated:	15
Technology Minimum Charge:	\$ 1,000.00

#### Partner Agencies; Dispatched by Wilco

#### Graduated Payment Plan (Includes Projected Increases)

Agency Name	Agency Abbv.	FY22 Actual Call Volume	# of Calls Allotted	Adjusted Volume	FY23 Annual 911 Expense	FY23 Annual IT Expense	Total Annual Charge	FY24 = 33%	FY25 = 66%	FY26 = 100%
Avery Pickett/Taylor VFD	AVFD	303	2,500	0	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 330.00	\$ 660.00	\$ 1,000.00
ESD 2/Sam Bass FD	SBFD	1,730	2,500	0	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 330.00	\$ 660.00	\$ 1,000.00
ESD 3/Hutto FD	HUFD	3,902	2,500	1,402	\$ 35,246.28	\$ 1,000.00	\$ 36,246.28	\$ 14,291.85	\$ 30,374.01	\$ 48,829.34
ESD 4/Liberty Hill FD	LHFD	3,159	2,500	659	\$ 16,567.26	\$ 1,000.00	\$ 17,567.26	\$ 7,142.63	\$ 15,646.62	\$ 25,845.68
ESD 5/Jarrell FD	JAFD	1,603	2,500	0	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 330.00	\$ 660.00	\$ 1,000.00
ESD 6/Weir FD	WEFD	388	2,500	0	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 330.00	\$ 660.00	\$ 1,000.00
ESD 7/Florence FD	ESD7	878	2,500	0	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 330.00	\$ 660.00	\$ 1,000.00
ESD 10/Thrall & Coupland	ED10	548	2,500	0	\$ -	\$ 3,453.13	\$ 3,453.13	\$ 1,173.72	\$ 3,085.62	\$ 4,815.43
Florence PD	FLPD	2,552	2,500	52	\$ 1,307.28	\$ 1,000.00	\$ 2,307.28	\$ 1,302.02	\$ 3,971.66	\$ 7,655.66
Granger VFD	GRFD	361	2,500	0	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 330.00	\$ 660.00	\$ 1,000.00
Granger PD	GRPD	1,877	2,500	0	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 330.00	\$ 858.45	\$ 1,339.70
Hutto ISD	HUSD	3,268	2,500	768	\$ 19,307.52	\$ 1,000.00	\$ 20,307.52	\$ 8,191.44	\$ 18,322.12	\$ 30,051.08
Hutto PD (Incl Animal Ctrl)	HUPD	34,613	2,500	32,113	\$ 807,320.82	\$ 108,572.13	\$ 915,892.95	\$ 346,369.80	\$ 718,082.80	\$ 1,122,101.85
Jarrell PD	JAPD	4,283	2,500	1,783	\$ 44,824.62	\$ 9,631.55	\$ 54,456.17	\$ 20,901.64	\$ 44,952.51	\$ 71,610.63
Jollyville FD	JVFD	840	2,500	0	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 330.00	\$ 660.00	\$ 1,000.00
Leander FD	LEFD	4,375	2,500	1,875	\$ 47,137.50	\$ 9,754.95	\$ 56,892.45	\$ 21,828.81	\$ 46,895.71	\$ 74,643.21
Liberty Hill ISD PD	LHSD	1,388	2,500	0	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 330.00	\$ 1,016.70	\$ 1,586.67
Liberty Hill PD	LHPD	27,090	2,500	24,590	\$ 618,192.60	\$ 18,585.05	\$ 636,777.65	\$ 243,396.14	\$ 503,533.55	\$ 787,274.98
Round Rock ISD PD	RISD	16,359	2,500	13,859	\$ 348,415.26	\$ 43,428.85	\$ 391,844.11	\$ 148,585.81	\$ 308,902.84	\$ 483,533.11
Southwestern PD (RMS Only SWPD		0	2,500	0	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 330.00	\$ 858.45	\$ 1,339.70
Taylor FD	TAFD	2,416	2,500	0	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 330.00	\$ 919.23	\$ 2,862.02
Thrall PD	THPD	984	2,500	0	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 330.00	\$ 1,016.70	\$ 1,586.67
<b>Total</b>		<b>112,917</b>		<b>77,101</b>	<b>\$ 1,938,319.14</b>	<b>\$ 209,425.66</b>	<b>\$ 2,147,744.80</b>	<b>\$ 817,143.88</b>	<b>\$ 1,703,056.96</b>	<b>\$ 2,672,075.72</b>

## Charge for Dispatch Services Projections

### Projected Dispatch Service Expenses & Calls w/ Graduated Payments

Allotted Calls before Charge Initiated:	2,500
Cost per Call (FY 23):	\$ 25.14

Allotted Technology Licenses before Charge Initiated:	15
Technology Minimum Charge:	\$ 1,000.00

#### Wilco Agencies

#### Graduated Payment Plan

(Includes Projected Increases)

Agency Name	Agency Abbv.	FY22 Actual Call Volume	# of Calls Allotted	Adjusted Volume	Annual 911 Expense	Annual IT Expense	Total Annual Expense	FY24 = 33%	FY25 = 66%	FY26 = 100%
Affiliate Agencies		1,286	2,500	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Park FD (EMD Only)	CPFD	5,012	2,500	2,512	\$ 63,151.68	\$ -	\$ 63,151.68	\$ 24,642.38	\$ 51,715.90	\$ 82,165.62
Constable 1	CON1	7,224	2,500	4,724	\$ 118,761.36	\$ 1,000.00	\$ 119,761.36	\$ 46,256.47	\$ 96,577.81	\$ 152,177.39
Constable 2	CON2	3,691	2,500	1,191	\$ 29,941.74	\$ 1,000.00	\$ 30,941.74	\$ 12,261.59	\$ 26,548.37	\$ 42,889.02
Constable 3	CON3	5,732	2,500	3,232	\$ 81,252.48	\$ 1,000.00	\$ 82,252.48	\$ 31,900.30	\$ 67,004.10	\$ 106,024.48
Constable 4	CON4	8,527	2,500	6,027	\$ 151,518.78	\$ 1,000.00	\$ 152,518.78	\$ 58,794.06	\$ 122,405.26	\$ 192,483.86
DA/County Atty	CA	0	2,500	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EMS Mutual Aid	EMUT	11	2,500	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Marshal	WCFM	0	2,500	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GMAT	GMAT	795	2,500	0	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 330.00	\$ 660.00	\$ 1,000.00
HazMat	WCFM	0	2,500	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
JP	JP	897	2,500	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
JP1	JP1	1	2,500	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
JP2	JP2	2	2,500	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
JP3	JP3	1	2,500	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
JP4	JP4	0	2,500	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OEM	OEM	0	2,500	0	\$ -	\$ 41,806.92	\$ 41,806.92	\$ 14,210.17	\$ 29,648.78	\$ 46,270.06
Round Rock FD (EMD Only)	RRFD	10,649	2,500	8,149	\$ 204,865.86	\$ -	\$ 204,865.86	\$ 78,882.16	\$ 163,449.83	\$ 256,538.27
WC Emerg. Comm	WCEC	69	2,500	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WC EMS	WEMS	30,565	2,500	28,065	\$ 705,554.10	\$ 47,381.18	\$ 752,935.28	\$ 286,620.74	\$ 591,723.89	\$ 924,905.36
WC ES (OEM)	ES	0	2,500	0	\$ -	\$ 41,806.92	\$ 41,806.92	\$ 14,210.17	\$ 29,648.78	\$ 46,270.06
WC Health Dist.	WCHD	0	2,500	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WC MOT	MOT	1,291	2,500	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WC SO	WCSO	127,356	2,500	124,856	\$ 3,138,879.84	\$ 944,706.64	\$ 4,083,586.48	\$ 1,522,954.25	\$ 3,130,991.40	\$ 4,887,701.63
<b>Total</b>		<b>203,109</b>		<b>178,756</b>	<b>\$ 4,493,925.84</b>	<b>\$ 1,080,701.66</b>	<b>\$ 5,574,627.50</b>	<b>\$ 2,091,062.29</b>	<b>\$ 4,310,374.13</b>	<b>\$ 6,738,425.75</b>

## Charge for Dispatch Services Projections

### Projected Dispatch Service Expenses & Calls w/ Graduated Payments

Allotted Calls before Charge Initiated:	2,500
Cost per Call (FY 23):	\$ 25.14

Allotted Technology Licenses before Charge Initiated:	15
Technology Minimum Charge:	\$ 1,000.00

Projected Budget and Call Volume				
Emergency Communications				Information Technology
FY	Budget w/3% ↑	Calls w/2% ↑	Cost per Transaction	Technology w/3% ↑
FY22 ( <i>Actual</i> )	\$ <b>8,219,354.78</b>	<b>316,026</b>	\$ <b>26.01</b>	\$ -
FY23 (proj)	\$ 7,946,259.03	322,347	\$ 25.14	\$ 1,737,016.36
FY24 (Proj)	\$ 9,214,646.80	328,793	\$ 28.59	\$ 1,789,126.85
FY25 (Proj)	\$ 9,491,086.20	335,369	\$ 28.87	\$ 1,842,800.66
FY26 (Proj)	\$ 9,775,818.79	342,077	\$ 29.15	\$ 1,898,084.68
FY27 (Proj)	\$ 10,069,093.35	348,918	\$ 29.44	\$ 1,955,027.22
FY28 (Proj)	\$ 10,371,166.16	355,897	\$ 29.72	\$ 2,013,678.03

***Bold-Italic*** is actual, others are projected

\* Note: Cost per transaction is based on current budget with previous FY call numbers

**Commissioners Court - Regular Session****25.****Meeting Date:** 03/28/2023

Election precinct boundary changes for Pct 244 and new Pct 243.

**Submitted For:** Chris Davis**Submitted By:** Chris Davis, Elections**Department:** Elections**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss and take appropriate action on changing election precinct boundary lines to make existing Precinct 244 compliant under state law and create election Precinct 243.

**Background**

Precinct 244 has 5,440 active registered voters, exceeding the 5,000 maximum allowed by the Texas Election Code. Boundary changes are necessary to reduce the number of registered voters in Precinct 244, bringing it into compliance with the Texas Election Code. The area affected by the boundary change will become new Precinct 243.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Order to be Executed

Powerpoint Presentation as PDF

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Chris Davis

Final Approval Date: 03/21/2023

**Reviewed By**

Becky Pruitt

**Date**

03/21/2023 08:09 AM

Started On: 03/15/2023 02:57 PM



**ORDER SPLITTING  
WILLIAMSON COUNTY ELECTION PRECINCT 244  
AND CREATING  
WILLIAMSON COUNTY ELECTION PRECINCT 243**

**Precinct 244** has 5,440 active registered voters, violating Section 42.006 of the Texas Election Code because it contains more than 5,000 active registered voters. Section 42.031(b)(2) of the Texas Election Code grants Commissioners Court the authority to make necessary changes in the precinct boundaries.

Recommendation is made to split **Precinct 244** into two precincts: a smaller **Precinct 244** and a new **Precinct 243**, as graphically shown in the map described as Exhibit A, attached hereto and incorporated herein. The split and creation will result in the following active registered voter counts:

Precinct 244	3,464
Precinct 243	1,976

NOW, THEREFORE, BE IT ORDERED that effective January 1, 2024:

**Precinct 244** shall lose the portion east of Cross Creek Rd. Said eastern portion will be the newly created **Precinct 243**. The designated polling place for Precincts 243 & 244 shall be the Santa Rita Ranch-Ranch House, Great Room, 175 Elizabeth Park Blvd, Liberty Hill, TX 78642.

Exhibit B contains a written description of the newly split **Precinct 244**. Exhibit C contains a written description of newly created **Precinct 243**.

Adopted on this \_\_\_\_ day of March, 2023.

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Bill Gravell, Jr., County Judge

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Terry Cook, Commissioner - Precinct 1

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Cynthia Long, Commissioner - Precinct 2

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Valerie Covey, Commissioner - Precinct 3

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Russ Boles, Commissioner - Precinct 4

ATTEST:

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Williamson County Clerk

# EXHIBIT A

Democratic Precinct Chair

Republican Precinct Chair

Current Voter Precinct

Commissioner - Justice of the Peace - Constable Precincts

New Voter Precinct

244

243

Precinct	Current Active Voter Total	Change	New Active Voter Total
244	5440	-1976	3464
243	*new precinct*	+1976	1976

Exhibit A

Creation of precinct 243 from precinct 244

Created by Williamson County Elections Department  
March 10th 2023  
301 SE Inner Loop, Ste 104, Georgetown, TX  
512-943-1630

## **EXHIBIT B**

Election Precinct No. 244  
Williamson County, Texas

Located within Commissioner, Constable, and Justice of the Peace Precinct 2 bounded by and including 31  
US 2020 Census Blocks:

484910201202013, 484910201202008, 484910201203008, 484910201203002, 484910201201034  
484910201203010, 484910201201036, 484910201202002, 484910201203005, 484910201203001  
484910201202011, 484910201203014, 484910201202006, 484910201202004, 484910201202009  
484910201202005, 484910201203011, 484910201202007, 484910201203012, 484910201203006  
484910201203004, 484910201203003, 484910201202003, 484910201202012, 484910201203013  
484910201202010, 484910201203007, 484910201203015, 484910201201035, 484910201203009  
484910201203000

## EXHIBIT C

Election Precinct No. 243  
Williamson County, Texas

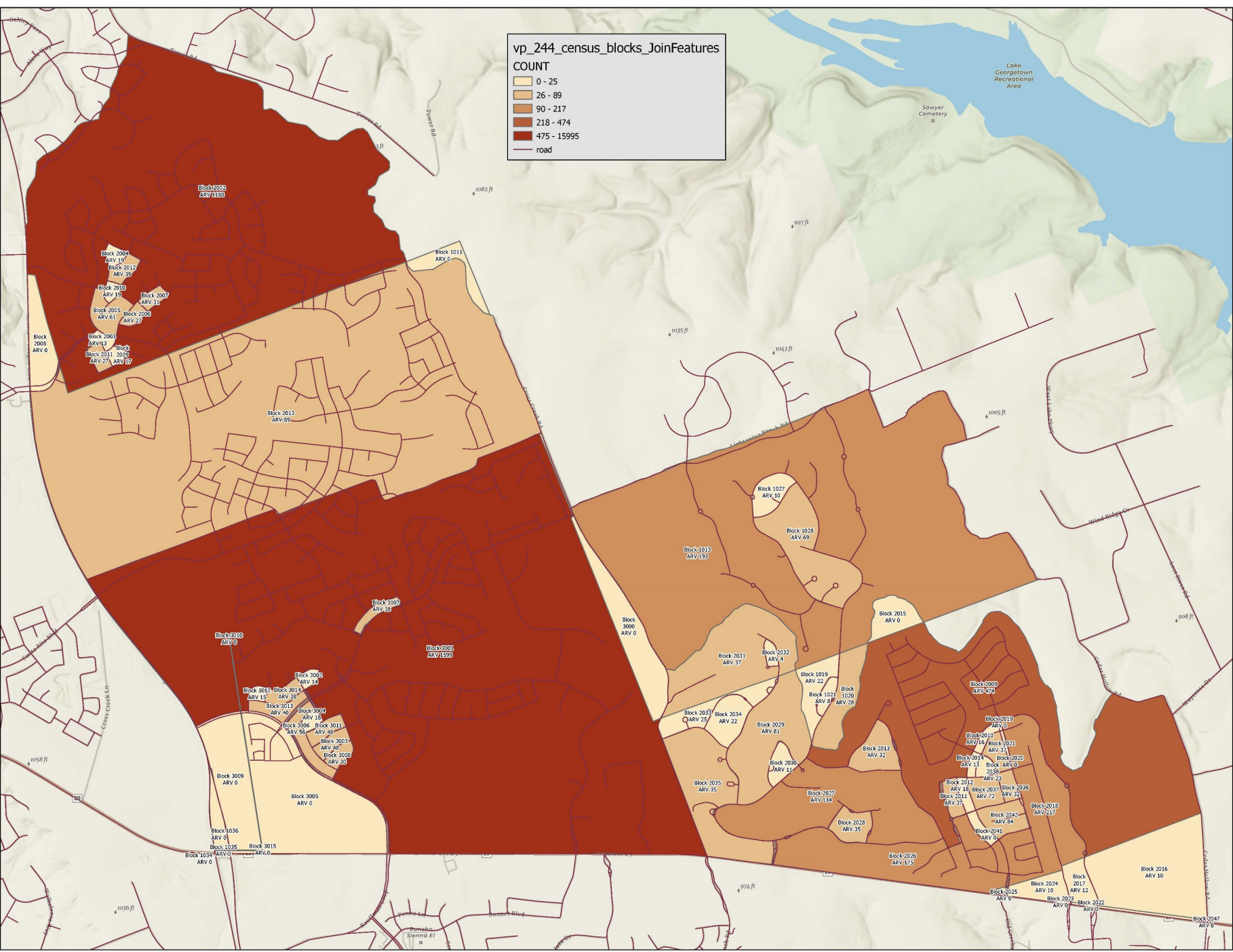
Located within Commissioner, Constable, and Justice of the Peace Precinct 2 bounded by and including 39 US 2020 Census Blocks:

484910201222014, 484910201222037, 484910201222025, 484910201221020, 484910201222035  
484910201222012, 484910201222041, 484910201222028, 484910201222029, 484910201222019,  
484910201222009, 484910201222042, 484910201222013, 484910201222030, 484910201222047,  
484910201221013, 484910201222036, 484910201221027, 484910201222033, 484910201221028,  
484910201221021, 484910201222031, 484910201222011, 484910201221019, 484910201222015,  
484910201222027, 484910201222024, 484910201222032, 484910201222034, 484910201222018,  
484910201222023, 484910201222016, 484910201222020, 484910201222010, 484910201222026,  
484910201222022, 484910201222038, 484910201222017, 484910201222

Texas Election Code allows counties in March/April of odd-numbered years to modify election precinct boundaries to comply with active voter population limit of 5,000.

*TEC 42.031, 42.006*

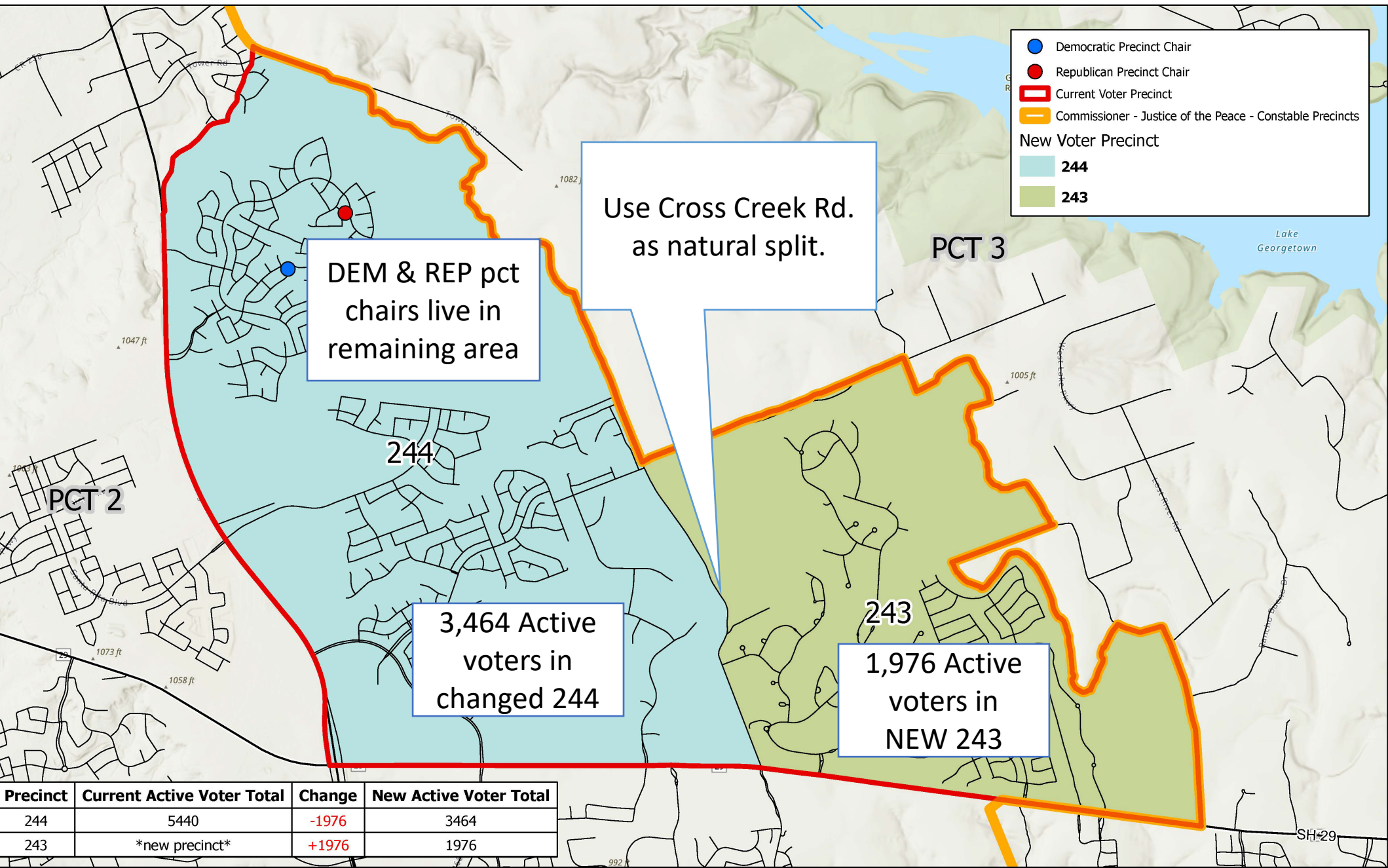




# Precinct 244

*(NE corner of SH 29 & Ronald Reagan)*

5,440  
Active Voters  
*(as of 3/8/23)*



Approved change in election precinct  
boundary takes effect on January 1, 2024.

*TEC 42.033*



## Anticipated legislation affecting precinct populations.

HB 3450 (Rep. Candy Noble) – raises population limit for precincts to 10,000; permissive. *Modifies TEC 42.006*

HB 3819 (Rep. Terry Wilson) – allows counties participating in countywide polling program (vote centers) to have election precincts with both incorporated & unincorporated territory. *Modifies TEC 42.007*

**Commissioners Court - Regular Session****26.****Meeting Date:** 03/28/2023

Award of 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:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on awarding RFP# 23RFP43 to the highest scoring respondent, Austin Welder & Generator Service, Inc., to install 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, in the amount of \$165,796.00 for Sheriff Office & Jail, 508 Rock Street, Georgetown, TX 78626 and \$131,514.00 for Inner Loop Annex, 301 SE Inner Loop, Georgetown, TX 78626. The Funding Source is P614.

**Background**

Williamson County sent out 1,110 notifications, observed thirty-seven (37) document takers, with two (2) vendors submitting a response. The evaluation committee met and evaluated the responses with Austin Welder & Generator Service, Inc. being the highest rated vendor. The service and purchase contract will commence on the date of the last party's execution and continue thereafter with services being completed on or before March 31, 2024. Legal and Contract Audit have reviewed this purchase The funding source is P614 and 01-0100-0503-005003 and the point of contacts are Shantil Moore and Christi Stromberg.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Signed Contract

Score Sheet

Recommendation Letter

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stephanie Robles

Final Approval Date: 03/23/2023

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

03/23/2023 06:41 AM

03/23/2023 09:49 AM

Started On: 03/21/2023 09:22 PM

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**WILLIAMSON COUNTY**  
**SERVICES AND PURCHASE CONTRACT**  
(Austin Welder & Generator Service, Inc.)

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, 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 **Austin Welder & Generator Service, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein 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 services and work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable.

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.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

**II.**

**Goods:** Service Provider shall provide County the goods described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent it

meets or exceeds the County's solicitation, if applicable.

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

### III.

**Delivery of Goods:** The title and risk of loss of the goods shall not pass to County until County receives and takes possession of the goods at the point or points of delivery. The place of delivery shall be that set forth on the purchase order. County shall have the right to inspect the goods at delivery before accepting them.

### IV.

**Warranty Products:** Service Provider shall not limit or exclude any implied warranties and any attempt to do so shall render this Contract voidable at the option of County. Service Provider warrants that the goods furnished will conform to the specifications, drawings and descriptions provided in Exhibit "A" and County's solicitation, if applicable. Additionally, Service Provider warrants that all goods are free from defects in material and workmanship.

### V.

**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 the Project Completion Date set out on the signature page hereinbelow or when terminated pursuant to this Contract, whichever event occurs first.

### VI.

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



## VII.

**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.

### VIII.

**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 itself out as an agent or official representative of the County. 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.

### IX.

**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.

### X.

**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.

**XI.**

**Compliance With All Laws:** Service Provider agrees and will comply with all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

**XII.**

**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.

**XIII.**

**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.

**XIV.**

**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.

**XV.**

**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.

**XVI.**

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

**XVII.**

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

## XVIII.

**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.

## XIX.

**Foreign Terrorist Organizations:** Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

## XX.

**Public Information:** Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

## XXI.

**Damage to County Property:** Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

## XXII.

**Media Releases:** Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

## XXIII.

**Authorized Expenses:** In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [Williamson County Vendor Reimbursement Policy.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.



#### XXIV.

**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 into this Contract include the following:

- A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable;
- B. Request for Proposal 23RFP43; and
- C. Insurance certificates evidencing coverages required herein above.

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.

#### XXV.

**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.

[SIGNATURES TO FOLLOW]

KED

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

**WILLIAMSON COUNTY:**


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

Judge Bill Gravell, Jr.,  
Printed Name

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

**SERVICE PROVIDER:**

Austin Welder & Generator Service, Inc.  
Name of Service Provider

  
Authorized Signature

Kurt H. Summers  
Printed Name

Date: March 21, 2023

**Project Completion Date:** The Services set out in **Exhibit "A"** shall be completed by Service Provider on or before:

- March 31, 2024 for INNER LOOP ANNEX
- March 31, 2024 for SHERIFF OFFICE/JAIL



## EXHIBIT A

### Attachment B - Compensation and Fee @ Sheriff Office & Jail 508 Rock Street, Georgetown, TX 78626

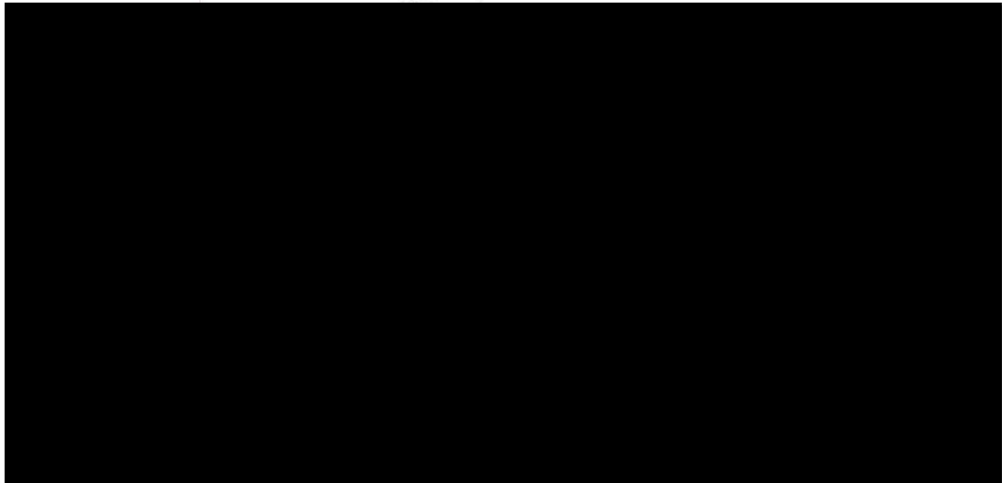
Diesel Pricing			
Service	Price	Estimated Time to Complete	Estimated Duration of Power Outage During Work
North Generator - Connection Point	\$ 124,476.00		
South Generator - Connection Point	\$ 33,820.00	3 weeks	
Electrical Allowance, see 12.6 of Scope of Work	\$ 7,500.00		
<b>Total Pricing</b>	\$ 165,796.00		

### Attachment C - Compensation and Fee @ Inner Loop Annex 301 SE Inner Loop, Georgetown, TX 78626

Diesel Pricing			
Service	Price	Estimated Time to Complete	Estimated Duration of Power Outage During Work
Project Planning	\$ 3,340.00		
Installation of New Generator Pad	\$ 9,394.00	1 week	
Installation of New Electrical System	\$ 14,552.00	3 days	
Acquisition, Installation and Testing of New Generator	\$ 87,228.00	1 week	
Transfer Switch	\$ 4,200.00	1 day	8 hours
Controls and Monitoring System	\$ 2,800.00		
Warranty, per manufacturer's recommendation from Date of Acceptance	\$ -		
Electrical Allowance, see 12.6 of Scope of Work	\$ 10,000.00		
<b>Total Pricing</b>	\$ 131,514.00		

Williamson County 23RFP43 - Standby Generator			
Evaluation Date 3/9/2023 @ 2:30 pm			
Evaluation Criteria	Max Points	Allied Electrical Services	Austin Generator
Company Information	5	5	5
Relevant Experience and Qualifications	30	20	30
Compensation and Fees	35	17	35
Attachment B		\$ 409,500.00	\$ 165,796.00
Attachment C		\$ 198,500.00	\$ 131,514.00
Total		\$ 608,000.00	\$ 297,310.00
Proposed Methodology	20	16	0
Litigation History	P/F	PASS	PASS
References	10	4	8
Total	100	62	78

Evaluators





Williamson County Facilities  
3101 SE Inner Loop  
Georgetown, Texas 78626  
512-943-1599  
512-930-3313 Fax  
[facilities@wilco.org](mailto:facilities@wilco.org)

Tuesday, March 9, 2023

Williamson County Purchasing Department  
Attn: Joy Simonton, Director/Purchasing Agent  
100 Wilco Way, Suite P101  
Georgetown, TX 78626

Re: 23RFP43 – Standby Generator and Connection Point Recommendation

The recommendation from the RFP Evaluation Committee is to award the contract to Austin Generator effective date of award. This recommendation is based on all items outlined in the evaluation criteria in 23RFP43. The bid tabulations for the referenced projects are included. Proposal pricing is within the budget for both Information Technology and Facilities Management Departments for these services.

Austin Generator is a locally owned and operated company and has been providing services for approximately 40 years. They have proven experience installing, providing turnkey service, working on, and maintaining generators including Williamson County building generators.

The Facilities Department recommends that the Williamson County Commissioners Court award the contract based on the committee's evaluation.

Sincerely,

Dale Butler  
Facilities Director  
Williamson County

**Commissioners Court - Regular Session****27.****Meeting Date:** 03/28/2023

2022 CIP Transfer

**Submitted By:** Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving a 2022 CIP transfer to move \$25,000 from P571 (ESOC Parking Lot) to P614 (Jail Dock Stations Generators).

**Background**

This transfer is necessary because estimates for P614 (Jail Dock Stations Generators) are coming in higher than expected and additional funds are needed.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 03/23/2023

**Reviewed By**

Becky Pruitt

**Date**

03/23/2023 09:58 AM

Started On: 03/22/2023 04:19 PM

**Commissioners Court - Regular Session****28.****Meeting Date:** 03/28/2023

Congressional Earmark RM 620 at Anderson Mill Road

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding prioritization of a potential congressional earmark project.

**Background**

The RM 620 at Anderson Mill Road Project is under consideration for congressional earmarks. The anticipated total construction cost is \$38M and this earmark request is in the amount of \$10M of federal funding.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 03/23/2023

**Reviewed By**

Becky Pruitt

**Date**

03/23/2023 11:03 AM

Started On: 03/23/2023 10:18 AM

**Commissioners Court - Regular Session****29.****Meeting Date:** 03/28/2023

T3346 Southeast Loop Segment 1 Phase 1 Change Order #4 (Force Account Items)

**Submitted By:** Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of \$156,231.96 for Project T3346 Southeast Loop Segment 1 Phase 1 (James Construction Group) P: 463 Funding Source: Road Bond.

**Background**

This Change Order adds several new items to the Contract that have been previously paid for under the existing Force Account line item. New items include building an access road to the interior bridge bents at the Soil Conservation Service Pond, a driveway to the new development just west of the Bridge Church, removal of an old light pole foundation and septic tank discovered after excavation began, potholing for existing utilities, and trash removal.

Multiple items will be added by this Change Order. Please see attached Change Order.

This Change Order results in a net increase of \$156,231.96 to the Contract amount, for an adjusted Contract total of \$12,082,546.41. The original Contract amount was \$11,526,789.09. As a result of this and all Change Orders to-date, \$555,757.32 has been added to the Contract, resulting in a 4.82% net increase in the overall Contract cost.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

T3346 SE Loop Seg1 P1-CO#4

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 03/23/2023

**Reviewed By**

Becky Pruitt

**Date**

03/23/2023 09:53 AM

Started On: 03/22/2023 08:37 AM



# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

1. CONTRACTOR: James Construction Group, LLC
2. Change Order Work Limits: Sta. 1120+00 to Sta. 1178+00
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project:	<u>Southeast Loop Phase I</u>
Roadway:	<u>Roadway Improvements</u>
CSJ Number:	<u>T3346</u>

5. Describe the work being revised:

2. Differing Site Conditions (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order is adding items to the Contract that have been previously paid for under the existing Force Account line item.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses, additional changes for time, overhead and profit, or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>3-20-23</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Joey Williams</u></p> <p>Typed/Printed Title <u>Division Manager</u></p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: _____</p> <p>Amount added by this change order: <u>\$156,231.96</u></p>
--	--

## RECOMMENDED FOR EXECUTION:

[Signature] 3/21/2023  
Project Manager Date

N/A  
Design Engineer Date

Christen Eschberger 3/22/2023  
for Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date  
☐ APPROVED

3/20/23

EDDIE CHURCH  
HNTB CORPORATION  
101 E. Old Settlers Blvd, Suite 100  
Round Rock, TX 78664

WILLIAMSON COUNTY – Southeast Loop Segment 1 Phase 1  
Job #: T3346  
Control#:  
RE: Change Order #4 Force Account

Dear Mr. Church:

Please see the attached signed Change Order #4 for the above referenced project.

Please review, sign, and return an executed copy.

James Construction Group does not waive any original contract conditions to submit costs of claims associated or arising from delayed or changed work. This includes occasions when it becomes necessary to preform extra work at Williamson County's request. Upon execution of Williamson County's change order form, the contractor reserves its right to submit or claim and extra costs, overhead and delay time with associated cost arising from or pertaining to the change order.

Respectfully yours,  
James Construction Group



Alex Krejchi  
Project Manager

CC:

TABLE B: Contract Items.									
ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
498-W/C01	LIGHT POLE FOUNDATION REMOVAL	LS	\$673.27		\$0.00	1.00	\$673.27		\$673.27
998-W/C04	INTERIOR BENT ACCESS PADS	LS	\$86,268.11		\$0.00	1.00	\$86,268.11		\$86,268.11
998-W/C05	SEPTIC TANK REMOVAL	EA	\$2,323.00		\$0.00	1.00	\$2,323.00		\$2,323.00
998-W/C06	DNT DRIVEWAY EXTRA WORK	LS	\$62,920.47		\$0.00	1.00	\$62,920.47		\$62,920.47
998-W/C07	POTHOLING	DAY	\$3,665.33		\$0.00	1.00	\$3,665.33		\$3,665.33
998-W/C08	TRASH REMOVAL DANA DRIVE	LS	\$381.78		\$0.00	1.00	\$381.78		\$381.78

## CHANGE ORDER REASON(S) CODE CHART

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

## **Williamson County Road Bond Program**

### **Southeast Loop Phase 1 Road Improvements Williamson County Project No. T3346**

#### **Change Order No. 4**

#### **Reason for Change**

This Change Order adds several new items to the Contract that have been previously paid for under the existing Force Account line item. New items include access to the interior bents at the SCS Pond due to the level of water being much higher than what was shown in the plans, the extra work tying in the project to the new development just west of the Bridge Church that was constructed after the final PS&E, removal of an old light pole foundation and septic tank discovered once excavation begun, potholing existing utilities under the neighborhood streets to determine what was still in conflict with construction, and for trash removal near the entrance to the neighborhood at Dana Drive.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
496-WC01	LIGHT POLE FOUNDATION REMOVAL	1	LS
999-WC04	INTERIOR BENT ACCESS PADS	1	LS
999-WC05	SEPTIC TANK REMOVAL	1	EA
999-WC06	DNT DRIVEWAY EXTRA WORK	1	LS
999-WC07	POTHOLING	1	DAY
999-WC08	TRASH REMOVAL DANA DRIVE	1	LS

This Change Order results in a net increase of \$156,231.96 to the Contract amount, for an adjusted Contract total of \$12,082,546.41. The original Contract amount was \$11,526,789.09. As a result of this and all Change Orders to-date, \$555,757.32 has been added to the Contract, resulting in a 4.82% net increase in the overall Contract cost.

**HNTB Corporation**

Oscar Salazar-Bueno, P.E.

**Commissioners Court - Regular Session****30.****Meeting Date:** 03/28/2023

Long Range Transportation Plan Updates

**Submitted By:** Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding amending the Williamson County Long-Range Transportation Plan to address current and projected needs in the public interest.

**Background**

The attached amendments are recommended by staff. Adjustments have been made to the proposed corridor network to accommodate advances in design, incoming plats, and other developments.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

LRTP-ControlledAccess

LRTP-ControlledAccess-Arterials

LRTP-ConceptualArterials

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 03/23/2023

**Reviewed By**

Becky Pruitt

**Date**

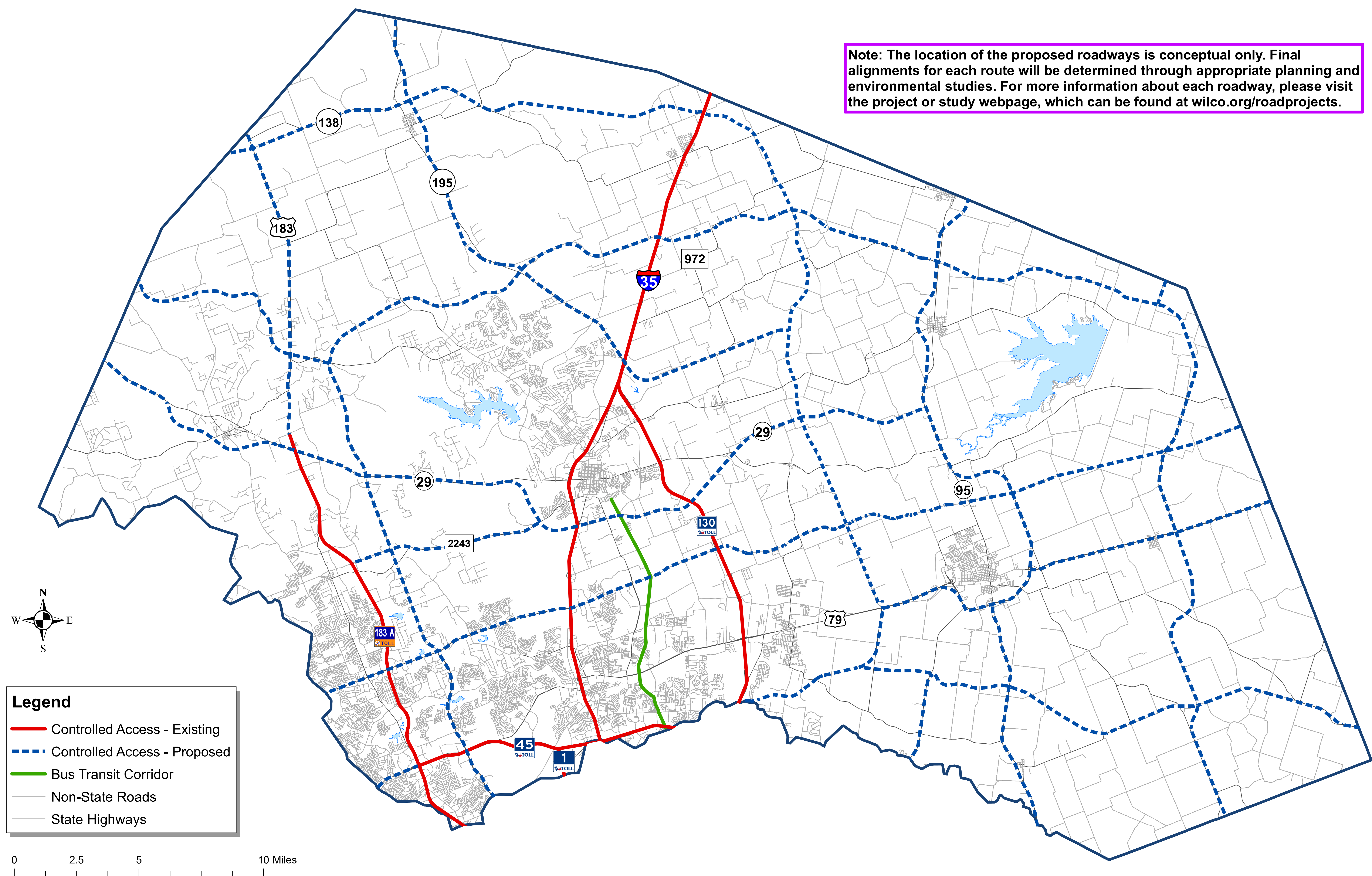
03/23/2023 12:47 PM

Started On: 03/23/2023 08:02 AM



# Conceptual Map of Proposed Controlled Access Facilities

Note: The location of the proposed roadways is conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies. For more information about each roadway, please visit the project or study webpage, which can be found at [wilco.org/roadprojects](http://wilco.org/roadprojects).

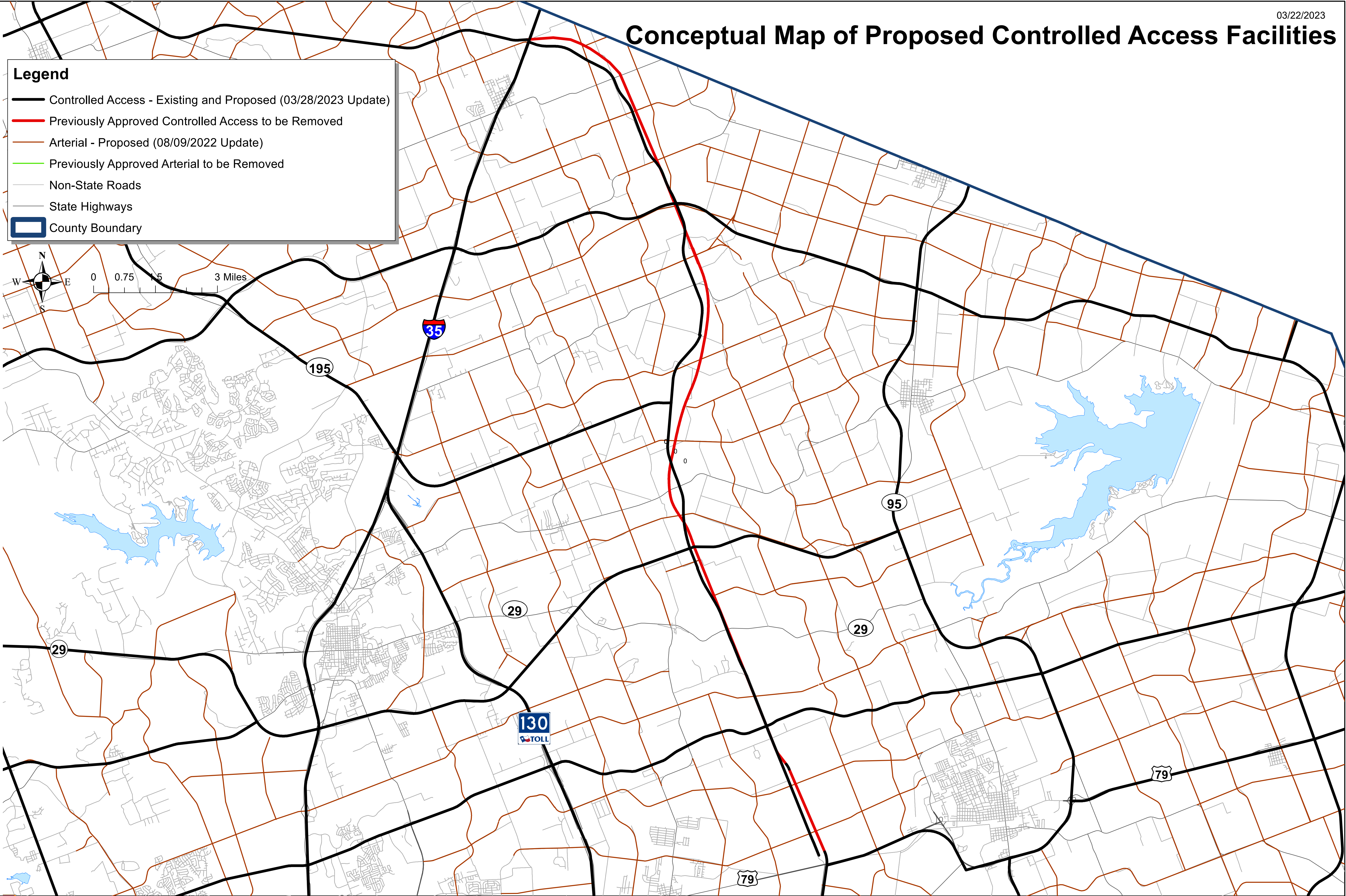




# Conceptual Map of Proposed Controlled Access Facilities

**Legend**

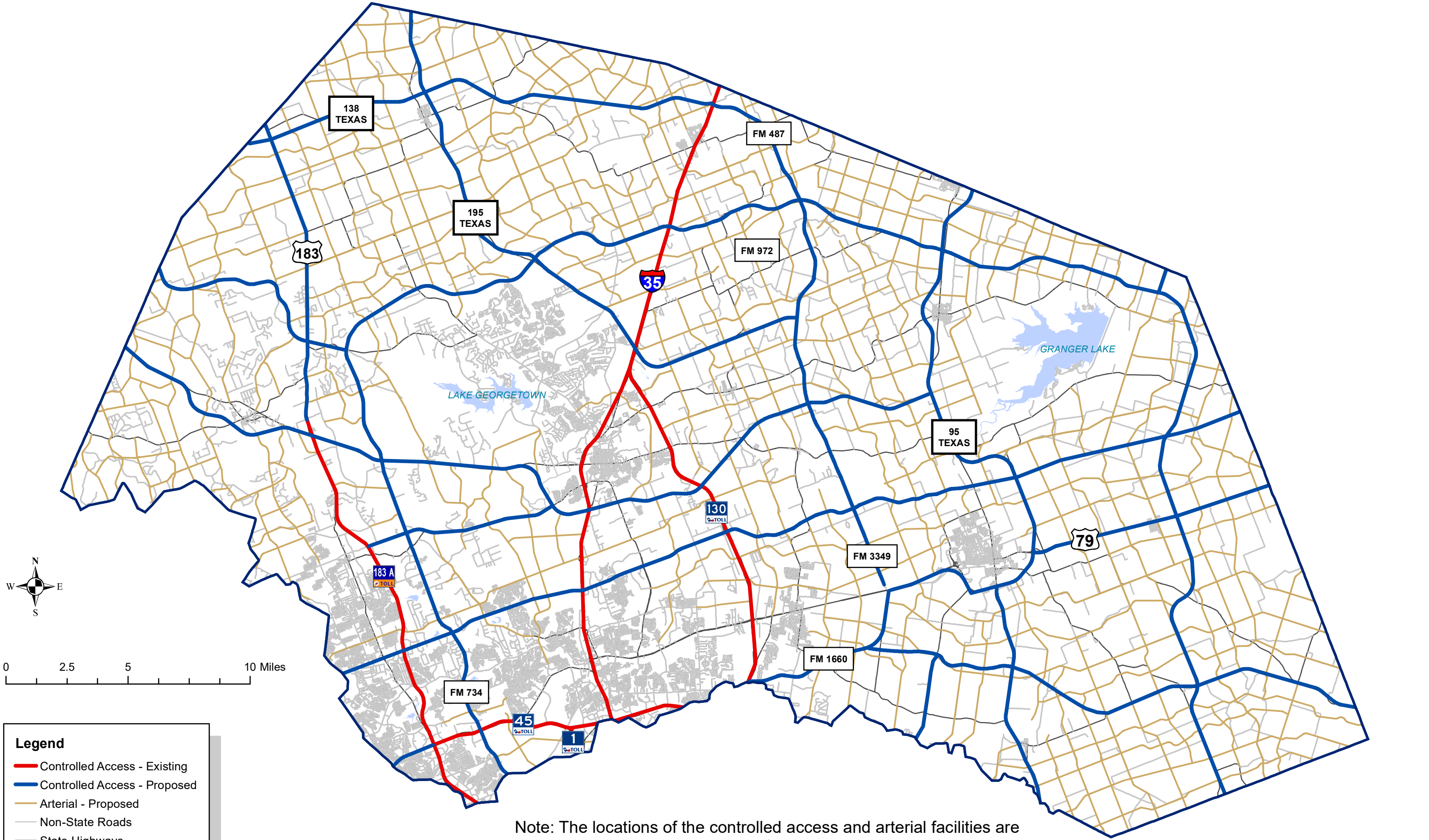
- Controlled Access - Existing and Proposed (03/28/2023 Update)
- Previously Approved Controlled Access to be Removed
- Arterial - Proposed (08/09/2022 Update)
- Previously Approved Arterial to be Removed
- Non-State Roads
- State Highways
- County Boundary



**Note:** The location of controlled access facilities and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.



# Conceptual Map of Proposed Arterial Facilities



Note: The locations of the controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

**Commissioners Court - Regular Session****31.****Meeting Date:** 03/28/2023

CR 255 Purchase Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Edward Allen Miller and Deborah K. Stanford-Miller for 0.068 acres needed as right of way on the CR 255 project (Parcel 15). Funding Source: TANS P588

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

contract

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/23/2023

**Reviewed By**

Becky Pruitt

**Date**

03/23/2023 11:00 AM

Started On: 03/22/2023 03:20 PM

## **REAL ESTATE CONTRACT**

CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **EDWARD ALLEN MILLER AND DEBORAH K. STANFORD-MILLER** (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 0.068-acres (2,941 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 15**):

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 FIVE THOUSAND FIVE HUNDRED NINETY and 00/100 Dollars (\$5,590.00).

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 EIGHTY-THREE THOUSAND EIGHT HUNDRED FIFTY-EIGHT and 00/100 Dollars (\$83,858.00).

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 April 28 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:**



EDWARD ALLEN MILLER

Date: 3/21/2023

Address: 3321 County Road 255

Georgetown, Texas 78633



DEBORAH K. STANFORD-MILLER

Date: 3/21/2023

**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

**0.068 ACRE RIGHT-OF-WAY PARCEL NO. 15  
EDWARD ALLEN MILLER AND DEBORAH K. STANFORD-MILLER  
PORTION OF  
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.068 ACRES (APPROXIMATELY 2,941 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 2.00 ACRE TRACT OF LAND CONVEYED TO EDWARD ALLEN MILLER AND DEBORAH K. STANFORD-MILLER, IN A DEED DATED AUGUST 27, 2004 AND RECORDED IN DOCUMENT NO. 2004068037 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.068 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½ inch iron rod found in the West right-of-way line of County Road 255 (right-of-way width varies), for the Northeast corner of the herein described tract, the Southeast corner of a called 2.141 acre tract of land as described in the deed conveyed to Poitr W. and Lauren A. Wieckowski filed of record in Document No. 2021134791, Official Public Records Williamson County, Texas, from which a ½ inch iron rod found in the West line of said County Road 255 at the Northeast corner of said Wieckowski tract bears North 20°27'18" West a distance of 264.77 feet;

THENCE South 20°26'19" East with the West right-of-way line of said County Road 255 and the East line of said Miller tract a distance of 245.31 feet to the Southeast corner of the herein described tract, the Southeast corner of said Miller tract a ½ inch iron pipe found in the West right of way line of said County Road 255 at the Northeast corner of a called 2.00 acre tract conveyed in the deed to Charles A. Anderson and Patricia M. Anderson recorded in document No.: 9663666, Official Public Records, Williamson County, Texas;

THENCE South 70°33'42" West with the South line of said Miller tract and the North line of said Anderson 2.00 acre tract a distance of 14.12 feet to the Southwest corner of the herein described tract a 5/8 inch iron rod with aluminum cap marked "WILLIAMSON COUNTY" set in the South line of said called 2.0 acre tract from which a ½ inch iron

pipe found at a fence corner post at the Southwest corner of said called 2.0 acre tract bears South 70°33'42" West a distance of 345.75 feet ;

THENCE North 19°26'44" West across said Miller tract a distance of 245.27 feet to the Northwest corner of the herein described tract a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the North line of said Miller tract and the South line of said Wieckowski called 2.141 acre tract from which a 1/2 inch iron rod found at the Northwest corner of said Miller called 2.0 acre tract bears South 70°34'00" West a distance of 340.87 feet;

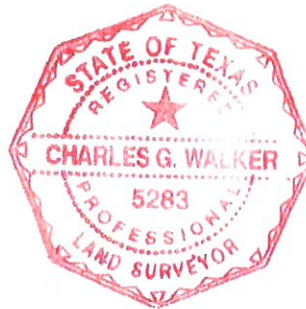
THENCE North 70°34'00" East with the North line of said Miller tract and the South line of said Wieckowski called 2.141 acre tract a distance of 9.87 feet to the **POINT OF BEGINNING**, containing 0.068 acres of land more or less.

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 15.

I hereby certify that the hereon map and description was performed under my direct supervision:

  
Charles G. Walker      Date: January 18, 2023  
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 0.068 ACRES (APPROXIMATELY 2,941 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO EDWARD ALLEN MILLER AND DEBORAH K. STANFORD-MILLER, IN A DEED DATED AUGUST 27, 2004, AND RECORDED IN DOCUMENT NO. 2004068037 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.**

**Surveyor's Notes:**

Only those easements and that information listed in Title Commitment File No. GT2201412 issued by Texan Title Insurance Company on December 7, 2022, 8:00am, with an effective date of November 29, 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.

**10.0**

- a. 10' public utility easement along all lot lines as set out in restrictions recorded in Volume 574, Page 540, Deed Records, Williamson County, Texas. (does affect)
- d. Easement dated July 26, 1996, by Charlsie J. Kinley to Chisholm Trail Special Utility District, recorded under Document No. 9656072, Official Records, Williamson County, Texas. (Does affect)
- e. Easement dated June 15, 1973, by John C. Winkler, Trustee for Bon Winde Oaks to Pedernales Electric Cooperative, Inc., recorded in Volume 571, Page 510, Deed Records, Williamson County, Texas. (unable to plot)
- f. A 10' easement reserved by Grantor as set out in deed dated September 24, 1974, executed by John C. Winkler, Trustee to Harold L. Blundell, Jr. and wife, Martha E. Blundell, recorded in Volume 596, Page 377, Deed Records, Williamson County, Texas. (does affect)
- g. On-Site Sewage Facility Affidavit recorded under Document No. 2014084926, Official Records, Williamson County, Texas. (does affect)

**LEGEND**


○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
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
( )	RECORD INFORMATION

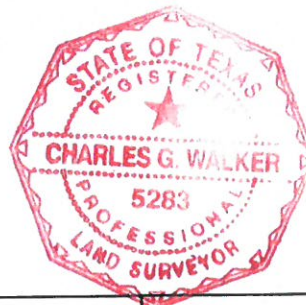
ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED  
ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS  
CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL  
GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE  
(OPUS).

COMBINED SCALE FACTOR = 0.999849624  
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040  
(FOR GRID TO SURFACE CONVERSION)

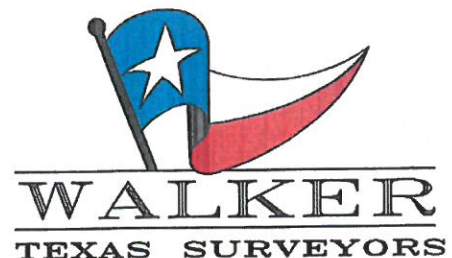
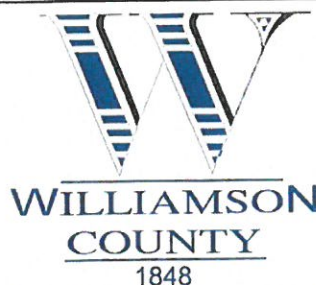
THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT  
TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS  
AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

  
CHARLES G. WALKER, TX. RPLS # 5283.



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: JANUARY 18, 2023  
DRAWING NO.: 0750504-02-PARCEL 15  
PROJECT NO.: 0750504  
DRAWN BY: MLH  
PAGE 3 OF 4







SCALE 1"=100'

PIOTR W & LAUREN A WIECKOWSKI  
CALLED 2.141 AC  
DOC. NO. 2021134791  
O.P.R.W.C.TX.

Fnd. 1/2" Iron Rod

S 70°34'00" W  
340.87(tie)

**PARCEL 15**  
0.068 ACRES  
APPROX.  
2,941 SQ. FT.

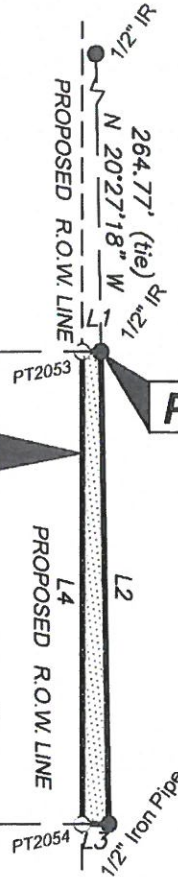
NO IMPROVEMENTS  
SHOWN HEREON

Edward Allen Miller and  
Deborah K. Stanford-Miller  
Called 2.00 Acres  
Document Number 2004068037  
O.P.R.W.C.

S 70°33'42" W  
345.75 (tie)

Charles A Anderson and  
Patricia M. Anderson  
Called 2.00 Acres  
Document Number 9663666  
O.R.W.C.

LINE	BEARING	DISTANCE
L1	N 70°34'00" E	9.87'
L2	S 20°26'19" E	245.31'
L3	S 70°33'42" W	14.12'
L4	N 19°26'44" W	245.27'



**P.O.B.**

**(variable width right-of-way)**

**CR 255**

PROPOSED R.O.W. LINE

PT 2053  
N:10,243,780.28  
E:3,075,934.17

PT 2054  
N:10,243,548.99  
E:3,076,015.82

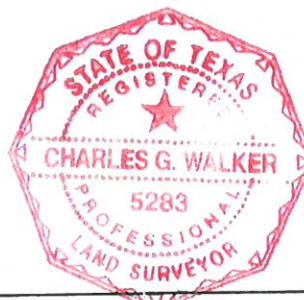
Patricia Maxine Anderson  
Vol. 1014, Pg. 0068  
D.R.W.C.

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)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT  
TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS  
AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.



CHARLES G. WALKER, TX. RPLS # 5283.

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: JANUARY 18, 2023  
DRAWING NO.: 0750504-02-PARCEL 15  
PROJECT NO.: 0750504  
DRAWN BY: MLH  
PAGE 4 OF 4

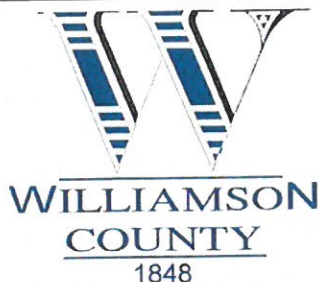


Exhibit "B"

Parcel 15

**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 **EDWARD ALLEN MILLER AND DEBORAH K. STANFORD-MILLER**, 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 0.68-acres (2,941 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 15**):

**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:**

\_\_\_\_\_  
EDWARD ALLEN MILLER

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2023 by EDWARD ALLEN MILLER in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
DEBORAH K. STANFORD-MILLER

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2023 by DEBORAH K. STANFORD-MILLER 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****32.****Meeting Date:** 03/28/2023

Liberty Hill Bypass-Relocation Claims

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on 2 relocation claims with Infinite Recovery who is being displaced due to the Liberty Hill Bypass project (Parcels 41/42). The relocation claims are for the reimbursement of the down payment to the tenant and a 50% initial payment of the total amount due for a Fire Suppression System being installed at the new location. Funding Source: Road Bonds P346

**Background**

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**Fiscal Impact**

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

**Attachments**

claim

claim

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/23/2023

**Reviewed By**

Becky Pruitt

**Date**

03/23/2023 11:00 AM

Started On: 03/22/2023 03:26 PM

# Memo

Date: March 20, 2023

Project: Liberty Hill Bypass

To: Don Childs, Lisa Dworaczyk, - Sheets & Crossfield, P.C.

From: Daniel Shaw

Subject: Parcel 41 & 42 – Reimbursement of Down Payment of Approved Fire Suppression System

The following documents are included to support the request:

1. ROW-R-99 Claim for Actual Moving Expenses
2. Email - Approval of Fire Suppression System
3. Invoice
4. Proof of Payment
5. W-9 Form
6. Certificate of Eligibility

The displacee, Infinite Recovery, is being displaced from 700 Stubblefield LN, Liberty Hill, TX., 78642 due to the Liberty Hill Bypass Project.

Infinite Recovery submitted and was approved for installation of a Fire Suppression System at their replacement site. Patriot Fire Systems was the lower of the two bids. Infinite Recovery was also approved for reimbursement of the down payment of \$17,815.00, to get the project started.

The remaining balance of the payment, for the required system, has been approved by Direct Payment to Vendor.

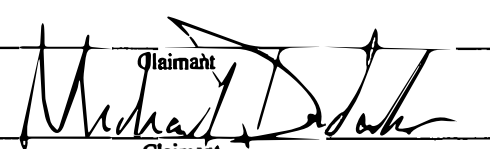
Should any additional information be required, please contact me at 346-260-7260 or [dshaw@pinnaclegroup.biz](mailto:dshaw@pinnaclegroup.biz)



Daniel Shaw, Project Manager

Attachments

## CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information				
1. Name of Claimant(s) <b>Infinite Recovery, LLC</b>			Parcel No: <b>41 &amp; 42</b>	
			County: <b>Williamson</b>	
			ROW CSJ: <b>N/A</b>	
			Project No.: <b>N/A</b>	
<input type="checkbox"/> Residence <input checked="" type="checkbox"/> Business <input type="checkbox"/> Farm <input type="checkbox"/> Nonprofit <input type="checkbox"/> Sign <input type="checkbox"/> Other				
2. Address of Property Acquired by State: <b>700 Stubblefield Ln., Liberty Hill, TX 787</b> Claimant's Telephone No.: <b>409-</b>			3. Address Moved To: <b>13207 Wright Road, Buda, TX 78610</b>	
4. Occupancy of Property Acquired by State: From (Date): <b>11/2/20</b> To (Date of Move): <b>12/30/22</b> <input type="checkbox"/> Owner/Occupant <input checked="" type="checkbox"/> Tenant			5. Distance Moved: <b>51 Miles</b>	
6. Controlling Dates			7. Mover's Name and Address:	
a. First Offer in Negotiation	Mo. <b>07</b>	Day <b>12</b>	Yr. <b>2021</b>	
b. Date Property Acquired	Mo. <b>03</b>	Day <b>31</b>	Yr. <b>2022</b>	
c. Date Required to Move	Mo. <b>12</b>	Day <b>30</b>	Yr. <b>2022</b>	
8. Property Storage (attach explanation) From (Date): <b>N/A</b> To (Date of Move): <b>N/A</b>				9. Amount of Claim:
Place Stored (Name and Address): <b>N/A</b>				a. <b>Moving Expenses</b> <b>\$17,815.00</b>
10. Temporary Lodging (attach explanation) From (Date): <b>N/A</b> To (Date of Move): <b>N/A</b>				b. Reestablishment Expenses    \$
				c. Searching Expenses    \$
				d. Tangible Property Loss    \$
				e. Storage    \$
				f. Temporary Lodging    \$
				g. <b>Total Amount</b> <b>\$17,815.00</b>
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.				
Date of Claim: <b>3/16/23</b> <div style="display: inline-block; text-align: center;">                Claimant           </div>				
Spaces Below to be Completed by Williamson County				
I certify that I have examined this claim and substantiating documentation attached herewith, and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:				
Amount of <b>\$17,815.00</b>				
Date _____			Williamson County Authorized Signature: _____	





**From:** [Lisa Dworaczyk](#)  
**To:** [lmiller@pinnaclegroup.biz](mailto:lmiller@pinnaclegroup.biz)  
**Cc:** [Meghan Drone](#)  
**Subject:** RE: Liberty Hill Bypass - Parcel 41 & 41 - Fire Suppression System  
**Date:** Tuesday, September 27, 2022 2:48:31 PM  
**Attachments:** [image001.png](#)

---

Lowest bid is approved.

*Lisa Dworaczyk*  
**512-738-8731**

---

**From:** lmiller@pinnaclegroup.biz <lmiller@pinnaclegroup.biz>  
**Sent:** Tuesday, September 6, 2022 3:51 PM  
**To:** Lisa Dworaczyk <lisad@scrrlaw.com>  
**Cc:** Meghan Drone <meghan@scrrlaw.com>  
**Subject:** Liberty Hill Bypass - Parcel 41 & 41 - Fire Suppression System

Lisa,

Please find attached the Approval packet for the Fire Suppression System for the replacement site. We have two bids from contractors that specialize in this work. Because this system cannot be taken down and sold there are no quotes to sell the old system but one of the contractors provided a letter explaining why it cannot be reused, along with a copy of the regulations.

Both bids do have the possibilities to be higher at the end of installation if problems occur during the installation.

Please send email when approved. This is not a regular packet where the agent recommends, there is a high bid and a low bid but they are also the only 2 contractors in this area that provided these services.

If you have any questions, please contact me.

Thank you,



**Laurie Miller, Relocation Specialist**

R/W-URAC, R/W- RAC

O: [\(346\) 260-7260](tel:(346)260-7260)

C: [\(512\) 413-4012](tel:(512)413-4012)

F: [\(972\)-591-4488](tel:(972)591-4488)

<https://pcmgj.com>

[12345 Jones Road, Suite 101](#)

[Houston, Texas 77070](#)



SCR-G-0973

## FIRE PROTECTION SYSTEMS PROPOSAL

October 4, 2022

Project Name & Location: **Infinite Recovery - Buda**  
13207 Wright Road  
Buda, Texas 78610

**Description of Work:** Provide and install a complete and operable wet type fire sprinkler system throughout all accessible areas below ceiling and a dry type fire sprinkler system for all areas of the accessible combustible attic. A new 6" fire line supply from a point within a new fire pump house located next to the existing water storage tank to a point at or near 1'-0" above finish floor in the "McGreggor" building at the designated "riser room" location, and connection from the existing water storage tank to the new fire pump house. Provide a new fire booster pump with all the necessary appurtenances. Re-work the existing fire alarm system to make compliant with new occupancy and connect fire pump and devices to the alarm system. All work to be in strict compliance with the local authority having jurisdiction, and as further defined below

**Code References:** NFPA-13, 20 & 24, NFPA-72A, IFC & IBC.

**Authorities Having Jurisdiction (AHJ):** Travis County Fire Marshal's Office

### Project Specific Exclusions:

1. Work to the existing water storage tank other than connect to the existing 6" Storz connection for supply to new fire pump.
2. Fire sprinkler protection beneath any exterior roof eave, canopy, awning, or any other structures.
3. Knox caps/plugs or Storz connections for the fire department connections (FDC).
4. Tenting or insulating over wet system piping within the attic.
5. Electricity to fire pump house for fire pump and pump house.
6. Electrical work inside of the fire pump house to connect power to pumps or controller equipment.
7. Equipment rental to off load and set fire pump and equipment.
8. Removal of tree which is the path of the underground fire line supply to the building.
9. Resodding or seeding of areas being trenched.
10. Responsibility for damages to subgrade piping, electrical/utilities, etc.
11. Rock excavation.
12. Multiple site mobilizations.
13. Alarm system monitoring.

### Standard Exclusions:

1. Paint protection or prime or finish paint of any portion of fire sprinkler system components.
2. Bond.

### Project Specific Inclusions:

1. Proposal is based upon NFPA-13 for a Light Hazard Occupancy for all areas below ceiling and within the attic.
2. Sprinkler heads at ceiling areas to be bright white with matching 2-piece semi recess escutcheons. Sprinkler heads within attic to be "specific application" attic fire sprinkler heads throughout.
3. Use of CPVC piping product at the ceiling level wet system and steel piping product for the attic dry pipe system.
4. New 6" underground fireline from pump house to "riser room", using C-900 PVC piping with a maximum bury of 5'-0".
5. Cutting and replacing of asphalt drive, as necessary.
6. Backfilling and compaction of fire line trench.
7. Providing new 80 psi 500 GPM 208V 3-phase fire pump and setting the fire pump on a 1'-0" height housekeeping pad located in the new fire pump house provided as part of fire pump house.
8. Connecting water storage tank to the new fire pump, then connecting fire pump to the new 6" fire line supply to building.
9. Provide and construct fire pump enclosure in accordance with Travis County Fire Marshal.
10. All necessary fire alarm changes, additions, etc., to bring alarm system compliant with Code and Travis County FM.

### Standard Inclusions:

1. All necessary design, permit, fabrication, installation, testing and approvals.
2. Use of material which has been found acceptable to NFPA and the Travis County FM.
3. One year warranty on installation and workmanship, material warranty as provided by manufacturers.

\*See Proposal continuation of page 2 of 2

**FIRE PROTECTION SYSTEMS PROPOSAL CONTINUATION:**

**The following are the cost breakdowns per specific scope of work with add/alternates:**

- Fire Sprinkler Systems: \$87,925.00
- Fire Pump and Appurtenances: \$37,021.00
- Fire Line Supply: \$52,960.00
- Fire Alarm: \$29,898.00
- Fire Pump House Enclosure: \$141,480.00
- Total Cost: \$349,284.00**

**\*Add/alternate to provide tree removal and disposal, add: \$3,000.00**

**\*Add/alternate to provide off loading equipment for fire pump, add: \$500.00**

**Notes of interest:**

1. Fire pump and appurtenances lead time is currently 20 weeks minimum.

**MATERIAL PRICING IS BASED UPON SUPPLIER QUOTE DATED 3/24/22, AND FIRE PUMP QUOTE DATED 9/31/22, THESE PRICES WILL BE GOOD UNTIL 10/14/22.**

We appreciate this opportunity to work with you and your firm on this project, if there should be any questions or concerns regarding the above information, please do not hesitate to contact me at your convenience.

Proposal Respectfully Submitted By:

Bret A. Dillon  
Patriot Fire Systems

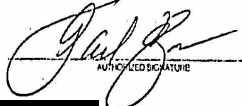
We are requesting an earnest payment of \$17,815.00 to start the project. The requested earnest monies would cover the immediate procurement of additional subcontractors, design and permit, coordination with acquired trades/subcontractors and Infinite Recovery, extensive project management, ordering of necessary long lead parts and equipment, etc..

If the above is agreed upon and found acceptable, please indicate by completing the following information:

Accepted By: Michael Dadashi Date: 10/4/2022  
Signature

Print Name: MICHAEL DADASHI Position at Infinite Recovery: CEO

**Business Adv Fundamentals - 2941: Account Activity Transaction Details****Check number:** 00000008630**Post date:** 10/25/2022**Amount:** -17,815.00**Type:** Check**Description:** Check**Merchant name:** Check**Merchant  
information:****Transaction  
category:** Cash, Checks & Misc: Checks

INFINITE RECOVERY LLC 1201 ARROW POINT DR CEDAR PARK, TX 78613-7781		Bank of America ACH INT 111000025	8630 25-2/1120 TX 5291
		10/14/2022	
PAY TO THE ORDER OF	Patriot Fire Systems	\$ **17,815.00	
Seventeen thousand eight hundred fifteen and 00/100*****			DOLLARS
Patriot Fire Systems 1209 PR 7016 Lexington, TX 78947			
MEMO	 AUTHORIZED SIGNATURE		

---

**Business Adv Fundamentals - 2941: Account Activity Transaction Details**

---

**Check number:** 00000008630**Post date:** 10/25/2022**Amount:** -17,815.00**Type:** Check**Description:** Check**Merchant name:** Check**Merchant  
information:****Transaction  
category:** Cash, Checks & Misc: Checks

Chat

[Bank of America](#) | [Online Banking](#) | [Accounts](#) | [Account Details](#) | [Account Activity](#)

INFINITE RECOVERY LLC  
1201 ARROYO COURT DR  
CANTERBURY, TX 760137781

DATE OF SERVICE  
ACTING ATTORNEY

10/14/2022

8630  
37 PM '22  
M41

11:5009731 CU8610  
46003852741  
0-002-RECEIVED

[illegible]

ALL PATIENT FILE SYSTEMS  
FOR MOBILE DEPOSIT AT WALLIS  
HAYWARD BANK ONLY. REMOTE DEPOSIT  
MAY BE USED ON LINE ABOVE



## CERTIFICATION OF ELIGIBILITY

ROW CSJ:

Parcel: 41 & 42

Displacee: Infinite Recovery, LLC

### Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

- ☒ Citizens or Nationals of the United States  
or  
☐ Aliens lawfully present in the United States

\* If an Alien lawfully present in the United States, supporting documentation will be required.

\_\_\_\_\_  
Claimant

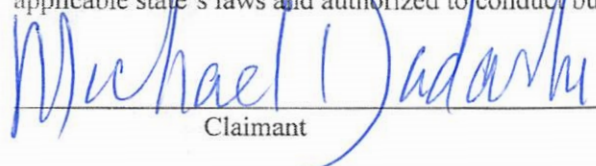
Date:

\_\_\_\_\_  
Claimant

Date:

### Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

  
\_\_\_\_\_  
Claimant

Date:

3/20/2023



# Memo

Date: March 21, 2023

Project: Liberty Hill Bypass

To: Don Childs, Lisa Dworaczyk, - Sheets & Crossfield, P.C.

From: Daniel Shaw

Subject: Parcel 41 & 42 – Substitute Personal Property Request for Approval – Fire Suppression System – 1<sup>st</sup>.  
50% Payment

The following documents are included to support the request:

1. ROW-R-99 – Claim for Actual Moving Expense
2. Commercial Invoice – Patriot Fire Systems
3. Copy of Proposal
4. W-9
5. Certificate of Eligibility

The displacee, Infinite Recovery, is being displaced from 700 Stubblefield Ln, Liberty Hill, TX., 78642 due to the Liberty Hill Bypass Project.

The original fire suppression system was not valued in the appraisal for the property, so a substitute of personal property is being used.

The approved contractor, Patriot Fire Systems owner, Bret Dillon is requesting the 1<sup>st</sup> 50% Payment for the Fire Suppression System Installation in the amount of \$165,734.00, the remaining \$165,734.00 balance will be billed when the project is completed.

Should any additional information be required, please contact me at 346-260-7260 or [dshaw@pinnaclegroup.biz](mailto:dshaw@pinnaclegroup.biz)

A handwritten signature in blue ink, appearing to read "D. Shaw", is positioned above a horizontal line.

Daniel Shaw, Project Manager

Attachments

## CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information				
1. Name of Claimant(s) Patriot Fire Systems (Bret Dillon)		Parcel No: 41 & 42		County: Williamson
		ROW CSJ: N/A		Project: Liberty Hill Bypass
<input type="checkbox"/> Residence <input checked="" type="checkbox"/> Business <input type="checkbox"/> Farm <input type="checkbox"/> Nonprofit <input type="checkbox"/> Sign <input type="checkbox"/> Other				
2. Address of Property Acquired by State: 1209 PR 7016, Lexington, TX 78947 Claimant's Telephone No.: [REDACTED]			3. Address Moved To: 13207 Wright Road, Buda, TX 78610	
4. Occupancy of Property Acquired by State: From (Date): 11/2/20    To (Date of Move): 12/20/2022 <input type="checkbox"/> Owner/Occupant <input checked="" type="checkbox"/> Tenant			5. Distance Moved: 50 Miles	
6. Controlling Dates			7. Mover's Name and Address:	
a. First Offer in Negotiation	Mo. 07	Day 12	9. Amount of Claim:	
b. Date Property Acquired	Mo. 03	Day 31	a. <b>Moving Expenses (50% Fire Suppression System) (Remaining Balance when completed \$165,734.00)</b>	
c. Date Required to Move	Mo. 12	Day 30	\$	
8. Property Storage (attach explanation) From (Date): N/A    To (Date of Move): N/A			b. Reestablishment Expenses	
Place Stored (Name and Address): N/A			\$	
10. Temporary Lodging (attach explanation) From (Date): N/A    To (Date of Move): N/A			c. Searching Expenses	
			\$	
			d. Tangible Property Loss	
			\$	
			e. Storage	
			f. Temporary Lodging	
			g. <b>Total Amount</b>	
			<b>\$165,734.00</b>	
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.				
<div style="text-align: center;">             Claimant         </div>				
Date of Claim: 3/19/23				
<div style="text-align: center;">           Claimant         </div>				
Spaces Below to be Completed by State				
I certify that I have examined this claim and substantiating documentation attached herewith, and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:				
Amount of \$ 165,734.00				
Date			Williamson County	



# PATRIOT FIRE SYSTEMS

1209 PR 7016 Lexington, Texas 78947 Ph, (512) 963-2368

## INVOICE

To: Infinite Recovery  
1201 Arrow Point Drive  
Cedar Park, Texas 78613

Date: October 14, 2022

Invoice #: 10422-02

Proj: Infinite Recovery  
13207 Wright Road  
Buda, Texas 78610

Pay Request: 01

Description	Contract Value	% Complete This Period	Current Value	% Previous Complete	Previously Billed	% Complete Total	Balance Remaining	Current Billing
Invoice for 50% of balance on contract value.								
Fire Spklr.	87,925.00	50	43,962.00	0	0.00	50	43,963.00	43,962.00
UG Fire Line	52,960.00	50	26,480.00	0	0.00	50	26,480.00	26,480.00
Fire Alarm	29,898.00	50	14,949.00	0	0.00	50	14,949.00	14,949.00
Fire Pump	37,021.00	50	18,510.00	0	0.00	50	18,510.00	18,510.00
FP House	123,665.00	50	61,833.00	0	0.00	50	61,832.00	61,833.00
Earnest Pay	17,815.00	0	0.00	5	17,815.00	100	0.00	0.00
Totals	\$349,284.00	47	\$165,734.00	5	\$17,815.00	53	\$165,734.00	\$165,734.00

**Total Invoice: \$165,734.00**

Thank You!

  
Bret A. Dillon

Patriot Fire Systems

For I know the plans I have for you, "declares the Lord", plans to prosper you... Jeremiah 29:11



SCR-G-0973

## FIRE PROTECTION SYSTEMS PROPOSAL

October 4, 2022

Project Name & Location: **Infinite Recovery - Buda**  
13207 Wright Road  
Buda, Texas 78610

**Description of Work:** Provide and install a complete and operable wet type fire sprinkler system throughout all accessible areas below ceiling and a dry type fire sprinkler system for all areas of the accessible combustible attic. A new 6" fire line supply from a point within a new fire pump house located next to the existing water storage tank to a point at or near 1'-0" above finish floor in the "McGreggor" building at the designated "riser room" location, and connection from the existing water storage tank to the new fire pump house. Provide a new fire booster pump with all the necessary appurtenances. Re-work the existing fire alarm system to make compliant with new occupancy and connect fire pump and devices to the alarm system. All work to be in strict compliance with the local authority having jurisdiction, and as further defined below

**Code References:** NFPA-13, 20 & 24, NFPA-72A, IFC & IBC.

**Authorities Having Jurisdiction (AHJ):** Travis County Fire Marshal's Office

### Project Specific Exclusions:

1. Work to the existing water storage tank other than connect to the existing 6" Storz connection for supply to new fire pump.
2. Fire sprinkler protection beneath any exterior roof eve, canopy, awning, or any other structures.
3. Knox caps/plugs or Storz connections for the fire department connections (FDC).
4. Tenting or insulating over wet system piping within the attic.
5. Electricity to fire pump house for fire pump and pump house.
6. Electrical work inside of the fire pump house to connect power to pumps or controller equipment.
7. Equipment rental to off load and set fire pump and equipment.
8. Removal of tree which is the path of the underground fire line supply to the building.
9. Resodding or seeding of areas being trenched.
10. Responsibility for damages to subgrade piping, electrical/utilities, etc.
11. Rock excavation.
12. Multiple site mobilizations.
13. Alarm system monitoring.

### Standard Exclusions:

1. Paint protection or prime or finish paint of any portion of fire sprinkler system components.
2. Bond.

### Project Specific Inclusions:

1. Proposal is based upon NFPA-13 for a Light Hazard Occupancy for all areas below ceiling and within the attic.
2. Sprinkler heads at ceiling areas to be bright white with matching 2-piece semi recess escutcheons. Sprinkler heads within attic to be "specific application" attic fire sprinkler heads throughout.
3. Use of CPVC piping product at the ceiling level wet system and steel piping product for the attic dry pipe system.
4. New 6" underground fireline from pump house to "riser room", using C-900 PVC piping with a maximum bury of 5'-0".
5. Cutting and replacing of asphalt drive, as necessary.
6. Backfilling and compaction of fire line trench.
7. Providing new 80 psi 500 GPM 208V 3-phase fire pump and setting the fire pump on a 1'-0" height housekeeping pad located in the new fire pump house provided as part of fire pump house.
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9. Provide and construct fire pump enclosure in accordance with Travis County Fire Marshal.
10. All necessary fire alarm changes, additions, etc., to bring alarm system compliant with Code and Travis County FM.

### Standard Inclusions:

1. All necessary design, permit, fabrication, installation, testing and approvals.
2. Use of material which has been found acceptable to NFPA and the Travis County FM.
3. One year warranty on installation and workmanship, material warranty as provided by manufacturers.

\*See Proposal continuation of page 2 of 2

**FIRE PROTECTION SYSTEMS PROPOSAL CONTINUATION:**

The following are the cost breakdowns per specific scope of work with add/alternates:

- Fire Sprinkler Systems: \$87,925.00
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**MATERIAL PRICING IS BASED UPON SUPPLIER QUOTE DATED 3/24/22, AND FIRE PUMP QUOTE DATED 9/31/22, THESE PRICES WILL BE GOOD UNTIL 10/14/22.**

We appreciate this opportunity to work with you and your firm on this project, if there should be any questions or concerns regarding the above information, please do not hesitate to contact me at your convenience.

Proposal Respectfully Submitted By:

Bret A. Dillon  
Patriot Fire Systems

We are requesting an earnest payment of **\$17,815.00** to start the project. The requested earnest monies would cover the immediate procurement of additional subcontractors, design and permit, coordination with acquired trades/subcontractors and Infinite Recovery, extensive project management, ordering of necessary long lead parts and equipment, etc..

If the above is agreed upon and found acceptable, please indicate by completing the following information:

Accepted By: Michael Dadashi Date: 10/4/2022  
Signature

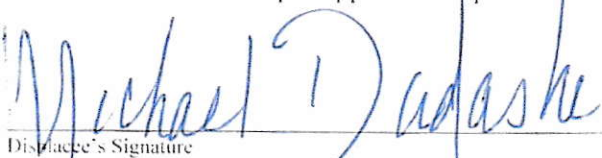
Print Name: MICHAEL DADASHI Position at Infinite Recovery: CEO

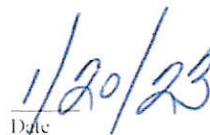


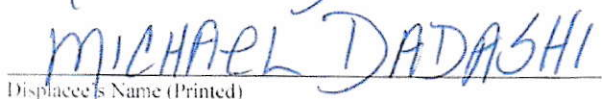
### AGREEMENT FOR DIRECT PAYMENT TO VENDOR

County: Williamson  
ROW CSJ: N/A  
Highway: Liberty Hill Bypass Project - Infinite Recovery  
Parcel: 41 & 42

The undersigned displacee hereby agrees that payment for relocation services identified on the attached scope of work will be made to Patriot Fire Systems, 1209 PR 7016, Lexington, TX 78947. This agreement is void without a signed scope of work attached. The Texas Department of Transportation reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry. Infinite Recovery understands anything not included in the attached scope of work must be pre-approved by TxDOT in order to ensure its eligibility for reimbursement. Vendor understands that the Texas Department of Transportation will not be able to make any reimbursements for the pre-approved scope of services until displacee authorizes release of the payment.

  
Displacee's Signature

  
Date

  
Displacee's Name (Printed)

  
Vendor's Signature

  
Date

  
Vendor's Name (Printed)

  
TxDOT Project Manager Signature

  
Date

  
TxDOT Project Manager Name (Printed)



## CERTIFICATION OF ELIGIBILITY

ROW CSJ:

Parcel: 41 & 42

Displacee: Infinite Recovery, LLC

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I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

- ☒ Citizens or Nationals of the United States  
or  
☐ Aliens lawfully present in the United States

\* If an Alien lawfully present in the United States, supporting documentation will be required.

\_\_\_\_\_  
Claimant

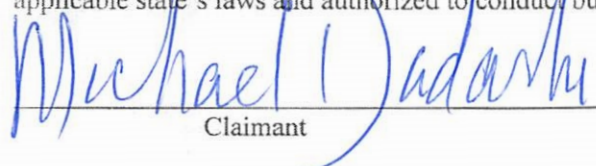
Date:

\_\_\_\_\_  
Claimant

Date:

### Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

  
\_\_\_\_\_  
Claimant

Date:

3/20/2023

**Commissioners Court - Regular Session****33.****Meeting Date:** 03/28/2023

Consent and Development Agreement with Jarrell Estates

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a Consent and Development Agreement with Jarrell Estates TX, LP. and the Jarrell Estates Municipal Utility District No. 1 regarding the creation of the proposed municipal utility district and the donation of proposed right of way for Corridor J.

**Background**

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**Fiscal Impact**

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

**Attachments**

Agreement

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/23/2023

**Reviewed By**

Becky Pruitt

**Date**

03/23/2023 11:12 AM

Started On: 03/22/2023 03:33 PM

**CONSENT AND DEVELOPMENT AGREEMENT**

**AMONG**

**WILLIAMSON COUNTY, TEXAS;**

**Jarrell Estates TX, LP Owner;**

**AND**

**Jarrell Estates Municipal Utility District No. 1**

## CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this “Agreement”) is by the **Williamson County, Texas**, a Texas political subdivision (the “County”), and **Jarrell Estates TX, LP** (collectively, the “Owner”). Subsequent to its creation, **Jarrell Estates Municipal Utility District No. 1**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code as contemplated by this Agreement (the “District”), will become a party to this Agreement. The County, the Owner, and the District are sometimes referred to herein as a “Party” and collectively as the “Parties”.

### RECITALS

WHEREAS, the Owner owns approximately 2,043.21 acres of land located entirely within the corporate boundaries of the County (the “Land”); and

WHEREAS, the Land is more particularly described by metes and bounds on the attached **Exhibit A**; and

WHEREAS, the Owner intends that the Land will be developed in phases as a master-planned, residential community that will include park and recreational facilities to serve the Land; and

WHEREAS, the Owner and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the Owner has proposed to create the District over the Land pursuant to an application to be filed with the 88th Texas Legislature and has requested the County’s consent to the creation of the District; and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, financing, water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Water Code to serve the area within its boundaries (collectively, the “District Improvements”); and

WHEREAS, construction of the District Improvements will occur in phases (as determined by the District and the Owner(s) (as defined herein)) in accordance with this Agreement; the applicable ordinances of the County; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the “Applicable Regulations”); and

WHEREAS, the Owner intends that the Reimbursable Costs (as defined in ARTICLE I below) of the District Improvements will be paid from the net proceeds of bonds issued by the District in accordance with this Agreement, the applicable rules and

regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office, as amended; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54, Texas Water Code, as amended; Chapter 791, Texas Government Code, as amended; and Section 552.014, Texas Local Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement including, but not limited to, the consent to the District creation and the issuance of debt to finance District Improvements, including roadways and related drainage;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

## **ARTICLE I DEFINITIONS**

**Section 1.01. Definitions.** In addition to the terms defined elsewhere in this Agreement or in the County's ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the County's rules, and regulations in effect as of the Effective Date of this Agreement, as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any approvals, variances, waivers, and exceptions to such rules that are approved by the County; and (iii) any additional restrictions or regulations agreed to by Owner in writing.

Agreement means this Consent and Development Agreement among the Parties.

Bonds means bonds, notes, or other obligations or indebtedness issued or incurred by the District under the District's borrowing power.

County Objection is defined in Section 7.02(b).

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Williamson County, Texas.

Owner means the Owner, or any successor or permitted assign of the Owner, that notifies the County of its intent to develop all or any portion of the Land.



District means Jarrell Estates Municipal Utility District No. 1, a political subdivision of the State of Texas to be created over the Land, with the consent of the County, as provided in this Agreement.

District Improvements means the water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements, as authorized by the Texas Constitution and Texas Water Code, to serve the area within the District boundaries.

Effective Date of this Agreement means the last date of execution by all of the Parties hereto.

Land means approximately 2,043.21 acres of land located in the County limits, as described by metes and bounds on **Exhibit A**.

Owner means Jarrell Estates TX, LP, a Texas limited partnership or its successors and assigns under this Agreement.

Reimbursable Costs means all costs of the District Improvements (including land and easements costs), and all other costs eligible for reimbursement by a municipal utility district under the laws of the State of Texas, that are eligible for reimbursement from the net proceeds of Bonds issued in accordance with this Agreement.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52, Article XVI, Section 59 of the Texas Constitution, as amended, or Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

## **ARTICLE II**

### **CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS**

**Section 2.01. Consent to Creation of District.** The County acknowledges receipt of the Owner's request for the County's support for, and consent to, creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's consent to the creation of the District and that no further consent will be required on the part of the County to evidence the County's consent to the creation of the District.

**Section 2.02. District Execution of Agreement.** The Owner shall cause the District to approve, execute, and deliver to the County this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting. If the District fails to do so within such 30-day period, then (after notice and opportunity to cure) this Agreement be of no further force and effect, and the County shall be deemed to not have consented to creation of the District. Similarly, if creation of the District is not approved by the 88<sup>th</sup> Texas Legislature, this Agreement shall be null and of no further force and effect.

**Section 2.03. District Bonds.** If the Owner or the District fail to comply with the terms and conditions of this Agreement after notice and opportunity to cure, such failure shall operate to prohibit the District from taking any actions to issue Bonds until the failure has been cured. The County shall have the right to enjoin the issuance of Bonds during any period in which such a material breach exists.

**Section 2.04. Reimbursement Agreements.** If the Owner or the District fail to comply with the terms of this Agreement after notice and opportunity to cure and prior to execution of any reimbursement agreements by the Owner and District, such failure shall operate to prohibit the Owner or any Owner of the Land from entering into any reimbursement agreements with the District until the failure has been cured. The County shall have the right to enjoin the execution of such reimbursement agreements during any period in which such a material breach exists.

### **ARTICLE III ROADWAY IMPROVEMENTS**

**Section 3.01. Right of Way Dedications.** The County has adopted a Long-Range Transportation Plan which provides for the extension of Corridor J through the Property as generally depicted on **Exhibit B** (“Corridor J ROW”). The Owner will convey by special warranty deed, at no cost to the County, 100% of the right-of-way required for the Corridor J ROW within 30 days after the final alignment for Corridor J is set, but Owner reserves the right to seek reimbursement for such right-of-way from the District in accordance with the laws of the State of Texas. The Parties acknowledge that the final location of Corridor J ROW may be subject to minor changes from those shown on Exhibit B. Owner shall have no obligation to convey any lands to the County located outside the Property. If the County or another governmental agency has not commenced construction of Corridor J within ten (10) years after the County approves this Agreement, the County shall re-convey the Corridor J ROW to the Owner within 60 days after receipt of written notice to the County of the failure to commence construction.

**Section 3.02. Road Construction.** The County agrees that it or another governmental entity will be responsible for the design and construction of Corridor J and paying the cost for same. The actual construction date is at this time undetermined and dependent upon the success of future County or City road bond elections. The construction of all other roads (“Subdivision Roads”) within the Land shall be the responsibility of the Owner or the District. The Owner shall be entitled to reimbursement for Subdivision Road expenses, as allowed by the laws of the State of Texas. The Subdivision Roads shall be constructed pursuant to the then-existing Williamson County Subdivision Regulations. Commencing upon the twelfth (12<sup>th</sup>) anniversary of the date that the County accepts a Subdivision Road into the County road system after completion of construction by Developer, the District shall be solely responsible for the operation and maintenance of that Subdivision Road. The Parties will work together to include at least one on and off ramp from the Corridor J ROW to Owner’s remaining property at a location agreed to by all Parties. The on and off ramp will be designed and paid for by the County when Corridor J is constructed.

## **ARTICLE IV AUTHORITY TO ISSUE BONDS**

**Section 4.01. Authority to Issue Bonds.** The District may issue Bonds only as authorized by the laws of the State of Texas. The District may reimburse a Owner for expenditures authorized by the laws of the State of Texas (including creation expenses, operating advances, facilities design and construction, and expenditures for roads and improvements in aid of roads). .

**Section 4.02. Uniform and Continued Development; Vesting.** The Parties intend that this Agreement authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the Land will be developed and the infrastructure required for the Land will be designed and constructed in accordance with the Applicable Rules, and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner and any Owner hereunder has vested authority to develop the Land in accordance with the Applicable Rules. Rules, regulations, or changes or modifications to the County's rules or regulations, adopted after the Effective Date of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

**Section 4.03. Manufactured Home for District Elections.** One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

### **Section 4.04.**

## **ARTICLE V TERM, ASSIGNMENT, AND REMEDIES**

**Section 5.01. Term.** The term of this Agreement shall commence on the Effective Date and shall continue until the District is dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

**Section 5.02. Termination and Amendment by Agreement.** This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County, the Owner, and, following creation of the District, the District; may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the Owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District; and, after full-build out of the Land and issuance of all bonds by the District for reimbursement

of Owner's eligible costs, may be terminated or amended at any time by the mutual written consent of the County and the District.

**Section 5.03. Assignment.**

(a) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the County's consent, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County. The County's consent to any proposed assignment will not be unreasonably withheld or delayed. The County hereby consents to assignment of this Agreement, in whole or in part, to any subsequent owner of all or a portion of the Land.

(b) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

**Section 5.04. Remedies.**

(a) If the County defaults under this Agreement, the Owner or the District may give notice setting forth the event of default ("Notice") to the County. If the County fails to cure any default that can be cured by the payment of money ("Monetary Default") within 45 days from the date the County receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owner or the District may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement; however, any such remedy will not revoke the County's consent to the creation of the District.

(b) If the Owner or the District defaults under this Agreement, the County or the District may give Notice to the Owner. If the Owner fails to cure any Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County or the District may enforce this Agreement by injunctive relief from a Williamson County District Court or terminate this Agreement.

(c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

**ARTICLE VI  
MISCELLANEOUS PROVISIONS**

**Section 6.01. Notice.** Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or

(iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

COUNTY:	Williamson County County Judge 100 Main Street Georgetown, Texas 78628
OWNER:	Jarrell Estates TX, LP 1452 Hughes Road, Suite 200 Grapevine, Texas 75601

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party. The Owner may, by giving at least five days' written notice to the County, designate additional Parties to receive copies of notices under this Agreement.

**Section 6.02. Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

**Section 6.03. Waiver.** Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

**Section 6.04. Applicable Law and Venue.** The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

**Section 6.05. Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

**Section 6.06. Exhibits, Headings, Construction, and Counterparts.** All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope

or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective (as of the Effective Date of this Agreement) only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

**Section 6.07. Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

**Section 6.08. Authority for Execution.** The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with state law. The Owner hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Owner.

**Section 6.09 Force Majeure.** If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term “*force majeure*” means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

**Section 6.10. Interpretation.** As used in this Agreement, the term “including” means “including without limitation” and the term “days” means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

**Section 6.11. No Third-Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and neither the County, the District, nor the Owner intends by



any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the County, the District, and the Owner (and any permitted assignee of the Owner).

**Section 6.12.**     **Exhibits.**     The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

**Exhibit A** - Metes and Bounds Description of the Land

**Exhibit B** - Corridor J location

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below to be effective as of the Effective Date of this Agreement.

**(Signatures on the following pages.)**

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
Bill Gravel, Jr., County Judge

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

THE STATE OF TEXAS       §  
  §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by Bill Gravel, on behalf of said County.

\_\_\_\_\_  
Notary Public Signature

(Seal)

**OWNER:**



**JARRELL ESTATES TX, LP, a Texas limited partnership**

By: **JARRELL ESTATES TX GP, LLC**, a Texas limited liability company, its General Partner

**By: Pink Orchid LLC**

Name: Kamalakar Poonuru

Its: Manager

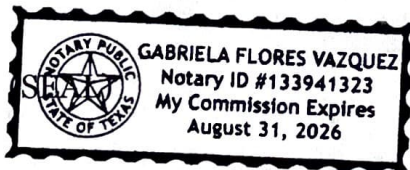
Date: 03/21/2023

THE STATE OF TEXAS

§  
§  
§

COUNTY OF Denton

This instrument was acknowledged before me on the 21<sup>st</sup> day of March, 2023, by Kamalakar Poonuru, as Manager of Jarrell Estates TX GP, LLC, a Texas limited liability company and the General Partner of Jarrell Estates TX, LP, a Texas limited partnership, on behalf of said limited partnership.



  
\_\_\_\_\_  
Notary Public Signature

**JARRELL ESTATES MUNICIPAL  
UTILITY DISTRICT NO. 1**

By: \_\_\_\_\_  
\_\_\_\_\_, President  
Board of Directors

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

THE STATE OF TEXAS       §  
  §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me on \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, President of the Board of Directors of Jarrell  
Estates Municipal Utility District No. 1, on behalf of said District.

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public Signature

## **EXHIBIT A**

Metes and Bounds Description of the Land

[attached]



O'NEAL SURVEYING  
COMPANY, LLC  
TBPELS FIRM NO.:10194132  
[WWW.ONEALSURVEYING.COM](http://WWW.ONEALSURVEYING.COM)

ELIJAH INGRAM SURVEY, ABSTRACT NUMBER 21  
JAMES JACK SURVEY, ABSTRACT NUMBER 358  
FRANCIS M. NASH SURVEY, ABSTRACT NUMBER 476

WILLIAMSON COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

**BEING** 1,934.91 ACRES OF LAND SITUATED IN THE ELIJAH INGRAM SURVEY, ABSTRACT NUMBER 21, THE JAMES JACK SURVEY, ABSTRACT NUMBER 358 AND THE FRANCIS M. NASH SURVEY, ABSTRACT NUMBER 476, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE JARRELL ESTATES TX, LP CALLED 1,419.57 ACRE TRACT DESCRIBED AS TRACT 1 IN DOCUMENT NUMBER 2022112692, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND ALL OF THE JARRELL ESTATES TX, LP CALLED 514.30 ACRE TRACT DESCRIBED AS TRACT 1 IN DOCUMENT NUMBER 2022112693, (O.P.R.W.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 1/2" IRON ROD AT 2" PIPE FENCE CORNER FOUND AT THE MOST NORTHERLY NORTHWEST CORNER OF THE ABOVE-MENTIONED 1419.57 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF THE MCLOUD FAMILY TRUST CALLED 1209.24 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2014012037, (O.P.R.W.C.T.);

**THENCE** NORTH 68 DEGREES 22 MINUTES 09 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 1419.57 ACRE TRACT, A DISTANCE OF 277.74 FEET TO A 1/2" IRON ROD FOUND AT A 10" CEDAR POST AT AN EXTERIOR CORNER OF SAID 1209.24 ACRE TRACT, SAME BEING A SOUTHWEST CORNER OF THE SOLANA RANCH COMPANY CALLED 1057 ACRE TRACT DESCRIBED AS SECOND TRACT IN VOLUME 365, PAGE 115, DEED RECORDS, WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), FROM WHICH A 1/2" IRON ROD FOUND BEARS SOUTH 63 DEGREES 24 MINUTES 21 SECONDS WEST, A DISTANCE OF 1.75 FEET;

**THENCE** ALONG THE COMMON LINE OF SAID 1419.57 ACRE TRACT AND SAID 1057 ACRE TRACT, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

- 1) NORTH 68 DEGREES 26 MINUTES 44 SECONDS EAST, AT A DISTANCE OF 1169.19 FEET A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" FOUND BEARS NORTH 21 DEGREES 33 MINUTES 16 SECONDS WEST A DISTANCE OF 2.93 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 5,080.42 FEET TO A 2" IRON POST FOUND, FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" FOUND BEARS NORTH 40 DEGREES 56 MINUTES 47 SECONDS EAST, A DISTANCE OF 1.80 FEET;
- 2) THENCE SOUTH 86 DEGREES 21 MINUTES 47 SECONDS EAST, A DISTANCE OF 411.05 FEET TO A 5/8" IRON ROD FOUND AT A 6" CEDAR POST, FROM WHICH A 3" IRON POST FOUND BEARS SOUTH 03 DEGREES 55 MINUTES 33 SECONDS EAST, A DISTANCE OF 1.43 FEET;
- 3) THENCE SOUTH 20 DEGREES 52 MINUTES 14 SECONDS EAST, A DISTANCE OF 2,076.89 FEET TO A 2" IRON POST FOUND, FROM WHICH A 5/8" IRON ROD FOUND BEARS SOUTH 42 DEGREES 45 MINUTES 15 SECONDS WEST, A DISTANCE OF 0.36 FEET;
- 4) THENCE NORTH 69 DEGREES 23 MINUTES 47 SECONDS EAST, A DISTANCE OF 1,379.56 FEET TO A 2" IRON POST FOUND, FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "ATWELL LLC" FOUND BEARS SOUTH 36 DEGREES 39 MINUTES 47 SECONDS EAST, A DISTANCE OF 2.16 FEET;
- 5) THENCE SOUTH 21 DEGREES 50 MINUTES 51 SECONDS EAST, AT A DISTANCE OF 664.18 FEET A 1/2" IRON ROD WITH CAP "ATWELL LLC" FOUND BEARS NORTH 68 DEGREES 09 MINUTES 09 SECONDS EAST, A DISTANCE OF 10.84 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1,737.12 FEET TO A 3" IRON POST FOUND;
- 6) THENCE SOUTH 20 DEGREES 41 MINUTES 52 SECONDS EAST, A DISTANCE OF 1,761.74 FEET TO A 3" IRON POST FOUND AT THE SOUTH CORNER OF SAID 1057 ACRE TRACT, SAME BEING AN EXTERIOR CORNER OF THE HILL COUNTRY CONSERVANCY CALLED 1205.00 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2022122652, (O.P.R.W.C.T.);

**THENCE** ALONG THE COMMON LINE OF SAID 1419.57 ACRE TRACT AND SAID 1205.00 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) SOUTH 21 DEGREES 05 MINUTES 39 SECONDS EAST, A DISTANCE OF 540.19 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "HOWARD SURVEYING" FOUND;
- 2) SOUTH 68 DEGREES 43 MINUTES 42 SECONDS WEST, A DISTANCE OF 5,321.55 FEET TO A FENCE POST FOUND;
- 3) SOUTH 21 DEGREES 02 MINUTES 37 SECONDS EAST, A DISTANCE OF 2,584.73 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "HOWARD SURVEYING" FOUND AT THE MOST NORTHERLY CORNER OF THE ABOVE-MENTIONED 514.30 ACRE TRACT;





**THENCE** LEAVING SAID 1419.57 ACRE TRACT AND GOING ALONG THE COMMON LINE OF SAID 514.30 ACRE TRACT AND SAID 1205.00 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 64 DEGREES 48 MINUTES 24 SECONDS EAST, A DISTANCE OF 1,376.89 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "HOWARD SURVEYING" FOUND;
- 2) NORTH 72 DEGREES 00 MINUTES 41 SECONDS EAST, A DISTANCE OF 2,659.96 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "HOWARD SURVEYING" FOUND;
- 3) SOUTH 20 DEGREES 22 MINUTES 06 SECONDS EAST, A DISTANCE OF 1,912.06 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "HOWARD SURVEYING" FOUND;
- 4) NORTH 67 DEGREES 48 MINUTES 59 SECONDS EAST, A DISTANCE OF 1,727.44 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "HOWARD SURVEYING" FOUND IN THE SOUTHWEST LINE OF THE ATLAS RANCH HOLDINGS, LP CALLED 673.33 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2021159264, (O.P.R.W.C.T.), AT A NORTH EXTERIOR CORNER OF SAID 514.30 ACRE TRACT AND A SOUTHERLY SOUTHEAST CORNER OF SAID 1205.00 ACRE TRACT, FROM WHICH A 1/2" IRON ROD WITH CAP (ILLEGIBLE) FOUND IN SAID SOUTHWEST LINE BEARS NORTH 20 DEGREES 43 MINUTES 21 SECONDS WEST, A DISTANCE OF 158.94 FEET;

**THENCE** ALONG THE COMMON LINE OF SAID 514.30 ACRE TRACT AND SAID 673.33 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) SOUTH 20 DEGREES 42 MINUTES 06 SECONDS EAST, AT A DISTANCE OF 491.50 FEET A 1/2" IRON ROD FOUND BEARS NORTH 69 DEGREES 17 MINUTES 54 SECONDS WEST, A DISTANCE OF 2.26 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 519.88 FEET TO A 1/2" IRON ROD WITH CAP (ILLEGIBLE) FOUND;
- 2) SOUTH 12 DEGREES 00 MINUTES 52 SECONDS EAST, A DISTANCE OF 291.72 FEET TO A 5/8" IRON ROD FOUND;
- 3) SOUTH 69 DEGREES 56 MINUTES 35 SECONDS WEST, A DISTANCE OF 252.49 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "1847" FOUND AT AN EXTERIOR CORNER OF SAID 673.33 ACRE TRACT, AND BEING AT THE NORTH CORNER OF SPEAR'S RANCH ON SALADO CREEK, SECTION ONE, AN ADDITION RECORDED IN CABINET T, SLIDE 209, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.);

**THENCE** ALONG THE COMMON LINE OF SAID 514.30 ACRE TRACT AND SAID SPEAR'S RANCH ADDITION, THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES:

- 1) SOUTH 69 DEGREES 04 MINUTES 13 SECONDS WEST, A DISTANCE OF 415.05 FEET TO A POINT FOR CORNER;
- 2) SOUTH 69 DEGREES 08 MINUTES 39 SECONDS WEST, A DISTANCE OF 1,831.90 FEET TO A POINT FOR CORNER;
- 3) SOUTH 68 DEGREES 48 MINUTES 00 SECONDS WEST, A DISTANCE OF 760.75 FEET TO A POINT FOR CORNER;
- 4) SOUTH 67 DEGREES 55 MINUTES 48 SECONDS WEST, AT A DISTANCE OF 883.83 FEET A 5/8" IRON ROD FOUND AT THE WEST CORNER OF LOT 44, BLOCK C OF SAID SPEARS RANCH ADDITION BEARS SOUTH 21 DEGREES 49 MINUTES 21 SECONDS EAST, A DISTANCE OF 30.56 FEET, AT A DISTANCE OF 943.83 FEET A 5/8" IRON ROD FOUND AT THE NORTH CORNER OF LOT 12, BLOCK B OF SAID SPEARS RANCH ADDITION BEARS SOUTH 21 DEGREES 49 MINUTES 21 SECONDS EAST, A DISTANCE OF 30.56 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1,391.28 FEET TO A POINT FOR CORNER;
- 5) SOUTH 69 DEGREES 24 MINUTES 49 SECONDS WEST, A DISTANCE OF 1,554.85 FEET TO A 2" IRON POST FOUND;
- 6) SOUTH 02 DEGREES 11 MINUTES 37 SECONDS EAST, A DISTANCE OF 29.99 FEET TO A 1/2" IRON ROD FOUND;
- 7) SOUTH 26 DEGREES 19 MINUTES 51 SECONDS EAST, AT A DISTANCE OF 218.68 FEET PASS A 3/8" IRON ROD FOUND AND CONTINUING FOR A TOTAL DISTANCE OF 243.36 FEET TO A POINT FOR CORNER;
- 8) SOUTH 26 DEGREES 08 MINUTES 52 SECONDS EAST, A DISTANCE OF 411.14 FEET TO A POINT FOR CORNER;
- 9) SOUTH 24 DEGREES 10 MINUTES 39 SECONDS EAST, AT A DISTANCE OF 20.53 FEET A 3/8" IRON ROD FOUND BEARS NORTH 65 DEGREES 49 MINUTES 21 SECONDS EAST, A DISTANCE OF 2.27 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 484.53 FEET TO A POINT FOR CORNER, FROM WHICH A 3/8" IRON ROD FOUND BEARS SOUTH 20 DEGREES 29 MINUTES 23 SECONDS EAST, A DISTANCE OF 6.75 FEET;
- 10) SOUTH 15 DEGREES 53 MINUTES 58 SECONDS EAST, A DISTANCE OF 340.55 FEET TO A POINT FOR CORNER, FROM WHICH AN 18" CEDAR BEARS SOUTH 02 DEGREES 39 MINUTES EAST, A DISTANCE OF 4.8 FEET;
- 11) SOUTH 09 DEGREES 40 MINUTES 10 SECONDS EAST, A DISTANCE OF 210.12 FEET TO A POINT FOR CORNER;
- 12) SOUTH 17 DEGREES 00 MINUTES 25 SECONDS EAST, A DISTANCE OF 257.83 FEET TO A POINT FOR CORNER;



- 13) SOUTH 22 DEGREES 13 MINUTES 13 SECONDS EAST, A DISTANCE OF 74.67 FEET TO A POINT FOR CORNER;
- 14) SOUTH 17 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 200.68 FEET TO A 3/8" IRON ROD FOUND;
- 15) SOUTH 14 DEGREES 09 MINUTES 48 SECONDS EAST, AT A DISTANCE OF 651.03 FEET PASS A 3/8" IRON ROD FOUND AND CONTINUING FOR A TOTAL DISTANCE OF 667.94 FEET TO A POINT FOR CORNER;
- 16) SOUTH 15 DEGREES 18 MINUTES 27 SECONDS EAST, A DISTANCE OF 367.29 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "LENZ & ASSOC" FOUND AT A SOUTHERLY EXTERIOR CORNER OF SAID 514.30 ACRE TRACT, SAME BEING A NORTH CORNER OF THE DAVOL RANCH, LTD. CALLED 30.08 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2023011666, (O.P.R.W.C.T.) AND BEING THE COMMON CORNER OF SAID SPEAR'S RANCH ON SALADO CREEK, SECTION ONE AND SPEAR'S RANCH ON SALADO CREEK, SECTION TWO, AN ADDITION RECORDED IN CABINET V, SLIDE 136, (P.R.W.C.T.), FROM WHICH A 5/8" IRON ROD FOUND AT THE SOUTH CORNER OF LOT 8, BLOCK B OF SAID SPEAR'S RANCH SECTION ONE ADDITION BEARS NORTH 32 DEGREES 26 MINUTES 25 SECONDS EAST, A DISTANCE OF 40.56 FEET;

**THENCE** SOUTH 71 DEGREES 03 MINUTES 41 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 30.08 ACRE TRACT AND A REMAINDER OF THE DAVOL RANCH, LTD CALLED 2093 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2013025849, (O.P.R.W.C.T.), A DISTANCE OF 770.78 FEET TO A 1/2" IRON ROD FOUND AT FENCE CORNER POST IN THE NORTHEAST LINE OF THE JAMES R. KUEHNE, ET UX CALLED 106.95 ACRE TRACT AS DESCRIBED IN VOLUME 2255, PAGE 742, (D.R.W.C.T.) AT A SOUTH CORNER OF SAID 514.30 ACRE TRACT;

**THENCE** ALONG THE COMMON LINE OF SAID 514.30 ACRE TRACT AND SAID 106.95 ACRE TRACT, THE FOLLOWING TEN (10) COURSES AND DISTANCES:

- 1) NORTH 21 DEGREES 37 MINUTES 37 SECONDS WEST, A DISTANCE OF 1,396.28 FEET TO A 1/2" IRON ROD FOUND AT FENCE CORNER POST AT THE NORTH CORNER OF SAID 106.95 ACRE TRACT;
- 2) SOUTH 68 DEGREES 18 MINUTES 48 SECONDS WEST, A DISTANCE OF 1,268.14 FEET TO A 1/2" IRON ROD FOUND (LEANING);
- 3) SOUTH 76 DEGREES 39 MINUTES 46 SECONDS WEST, A DISTANCE OF 136.35 FEET TO A 40d NAIL FOUND AT ELM STUMP;
- 4) SOUTH 83 DEGREES 28 MINUTES 27 SECONDS WEST, A DISTANCE OF 102.72 FEET TO A 40d NAIL FOUND AT ELM;
- 5) NORTH 62 DEGREES 20 MINUTES 06 SECONDS WEST, A DISTANCE OF 10.74 FEET TO A 6" CEDAR POST;
- 6) NORTH 87 DEGREES 06 MINUTES 25 SECONDS WEST, A DISTANCE OF 119.63 FEET TO A 1/2" IRON ROD FOUND AT 2" PIPE POST;
- 7) SOUTH 06 DEGREES 12 MINUTES 13 SECONDS EAST, A DISTANCE OF 175.26 FEET TO A 1/2" IRON ROD FOUND (LEANING);
- 8) SOUTH 56 DEGREES 24 MINUTES 44 SECONDS WEST, A DISTANCE OF 74.74 FEET TO A 40d NAIL FOUND;
- 9) SOUTH 44 DEGREES 52 MINUTES 48 SECONDS WEST, A DISTANCE OF 113.75 FEET TO A 2" IRON POST FOUND;
- 10) SOUTH 42 DEGREES 06 MINUTES 26 SECONDS WEST, A DISTANCE OF 152.89 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "HOWARD SURVEYING" FOUND IN THE SOUTHEAST LINE OF COUNTY ROAD 232 (NO RECORD FOUND BY SURVEYOR) AT THE MOST SOUTHERLY CORNER OF SAID 514.30 ACRE TRACT;

**THENCE** ALONG A SOUTHWEST LINE OF SAID 514.30 ACRE TRACT, SAME BEING THE NORTHEAST LINE OF COUNTY ROAD 232, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- 1) NORTH 19 DEGREES 17 MINUTES 46 SECONDS EAST, A DISTANCE OF 134.42 FEET TO A POINT FOR CORNER;
- 2) NORTH 24 DEGREES 00 MINUTES 14 SECONDS WEST, A DISTANCE OF 138.60 FEET TO A POINT FOR CORNER;
- 3) NORTH 38 DEGREES 19 MINUTES 07 SECONDS WEST, A DISTANCE OF 658.96 FEET TO A 1/2" IRON ROD FOUND AT 2" PIPE POST;
- 4) NORTH 39 DEGREES 31 MINUTES 28 SECONDS WEST, A DISTANCE OF 250.07 FEET TO A POINT FOR CORNER;
- 5) NORTH 44 DEGREES 04 MINUTES 24 SECONDS WEST, A DISTANCE OF 261.33 FEET TO A POINT FOR CORNER;
- 6) NORTH 44 DEGREES 10 MINUTES 36 SECONDS WEST, A DISTANCE OF 593.36 FEET TO A 1/2" IRON ROD FOUND AT 2" PIPE POST;
- 7) NORTH 14 DEGREES 32 MINUTES 21 SECONDS WEST, A DISTANCE OF 211.92 FEET TO A POINT FOR CORNER;
- 8) NORTH 04 DEGREES 31 MINUTES 04 SECONDS WEST, A DISTANCE OF 470.62 FEET TO A 1/2" IRON ROD FOUND IN THE SOUTHEAST LINE OF THE DAVID C. CHATHAM CALLED 200 ACRE TRACT AS



DESCRIBED IN VOLUME 2458, PAGE 859, (D.R.W.C.T.) AT AN EXTERIOR CORNER OF SAID 514.30 ACRE TRACT;

**THENCE** NORTH 68 DEGREES 15 MINUTES 05 SECONDS EAST, A DISTANCE OF 2,341.62 FEET TO A 10" CEDAR POST FOUND AT THE EAST CORNER OF SAID 200 ACRE TRACT AND AN INTERIOR CORNER OF SAID 514.30 ACRE TRACT;

**THENCE** NORTH 20 DEGREES 44 MINUTES 52 SECONDS WEST, AT A DISTANCE OF 702.76 FEET PASS A 5/8" IRON ROD WITH CAP STAMPED "HOWARD SURVEYING" FOUND AT A WEST CORNER OF SAID 514.30 ACRE TRACT AND COMMON SOUTH CORNER OF SAID 1419.57 ACRE TRACT, AND CONTINUING FOR A TOTAL DISTANCE OF 2,307.14 FEET TO A 1/2" IRON ROD FOUND AT THE NORTH CORNER OF SAID 200 ACRE TRACT AND COMMON INTERIOR CORNER OF SAID 1419.57 ACRE TRACT;

**THENCE** SOUTH 68 DEGREES 19 MINUTES 56 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 200 ACRE TRACT AND A COMMON SOUTHEAST LINE OF SAID 1419.57 ACRE TRACT, A DISTANCE OF 3,102.46 FEET TO A 1/2" IRON ROD FOUND IN THE NORTHEAST LINE OF COUNTY ROAD 232;

**THENCE** ALONG A SOUTHWEST LINE OF 1419.57 ACRE TRACT, SAME BEING THE NORTHEAST LINE OF COUNTY ROAD 232, THE FOLLOWING NINE (9) COURSES AND DISTANCES:

- 1) NORTH 32 DEGREES 10 MINUTES 13 SECONDS WEST, A DISTANCE OF 379.86 FEET TO A 2" IRON POST FOUND;
- 2) NORTH 33 DEGREES 00 MINUTES 25 SECONDS WEST, A DISTANCE OF 321.56 FEET TO A 2" IRON POST FOUND;
- 3) NORTH 50 DEGREES 43 MINUTES 42 SECONDS WEST, A DISTANCE OF 315.13 FEET TO A 2" IRON POST FOUND;
- 4) NORTH 41 DEGREES 42 MINUTES 00 SECONDS WEST, A DISTANCE OF 368.32 FEET TO A 2" IRON POST FOUND;
- 5) NORTH 17 DEGREES 56 MINUTES 16 SECONDS WEST, A DISTANCE OF 267.22 FEET TO A 2" IRON POST FOUND;
- 6) NORTH 22 DEGREES 24 MINUTES 43 SECONDS WEST, A DISTANCE OF 168.37 FEET TO A 2" IRON POST FOUND;
- 7) NORTH 46 DEGREES 45 MINUTES 41 SECONDS WEST, A DISTANCE OF 100.10 FEET TO A 2" IRON POST FOUND;
- 8) NORTH 71 DEGREES 43 MINUTES 33 SECONDS WEST, A DISTANCE OF 102.26 FEET TO A 2" IRON POST FOUND;
- 9) NORTH 81 DEGREES 35 MINUTES 56 SECONDS WEST, A DISTANCE OF 539.86 FEET TO A 2" IRON POST FOUND IN THE EAST LINE OF THE RANDY AND TERRI ISBELL REVOCABLE TRUST TRACT DESCRIBED IN DOCUMENT NUMBER 2004074055, (O.P.R.W.C.T.) AT AN EXTERIOR CORNER OF SAID 1419.57 ACRE TRACT;

**THENCE** ALONG THE COMMON LINE OF SAID 1419.57 ACRE TRACT AND SAID ISBELL TRACT, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

- 1) NORTH 04 DEGREES 31 MINUTES 56 SECONDS WEST, A DISTANCE OF 735.33 FEET TO A 3" IRON POST FOUND;
- 2) NORTH 10 DEGREES 49 MINUTES 57 SECONDS WEST, A DISTANCE OF 13.98 FEET TO A 3" IRON POST FOUND;
- 3) NORTH 65 DEGREES 24 MINUTES 32 SECONDS EAST, A DISTANCE OF 680.56 FEET TO A 2" IRON POST FOUND;
- 4) NORTH 65 DEGREES 29 MINUTES 37 SECONDS EAST, A DISTANCE OF 652.20 FEET TO A 2" IRON POST FOUND;
- 5) NORTH 68 DEGREES 00 MINUTES 51 SECONDS EAST, A DISTANCE OF 2,636.04 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "HOWARD SURVEYING" FOUND;
- 6) NORTH 22 DEGREES 29 MINUTES 16 SECONDS WEST, A DISTANCE OF 225.26 FEET TO A POINT FOR CORNER;
- 7) NORTH 20 DEGREES 56 MINUTES 02 SECONDS WEST, A DISTANCE OF 1,218.65 FEET TO A CEDAR POST FOUND;
- 8) NORTH 21 DEGREES 24 MINUTES 17 SECONDS WEST, AT A DISTANCE OF 1110.11 FEET PASS A 2" IRON POST FOUND AND CONTINUING FOR A TOTAL DISTANCE OF 1,636.32 FEET TO A POINT FOR CORNER;
- 9) NORTH 21 DEGREES 51 MINUTES 13 SECONDS WEST, A DISTANCE OF 322.73 FEET TO A POINT FOR CORNER;
- 10) NORTH 21 DEGREES 20 MINUTES 43 SECONDS WEST, A DISTANCE OF 956.61 FEET TO A POINT FOR CORNER;
- 11) NORTH 21 DEGREES 57 MINUTES 43 SECONDS WEST, A DISTANCE OF 94.66 FEET TO A POINT FOR CORNER;
- 12) NORTH 21 DEGREES 07 MINUTES 05 SECONDS WEST, A DISTANCE OF 1,146.48 FEET TO A 13" OAK TREE;



13) NORTH 00 DEGREES 25 MINUTES 17 SECONDS WEST, A DISTANCE OF 51.26 FEET TO A 3" IRON POST FOUND AT THE NORTH CORNER OF SAID ISBELL TRACT;

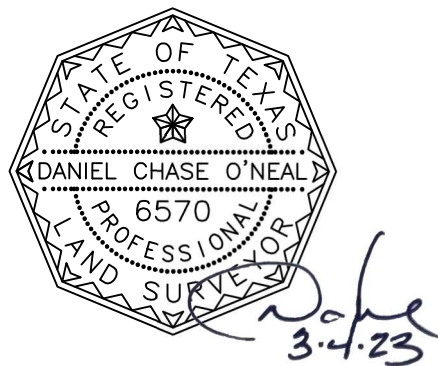
**THENCE** SOUTH 69 DEGREES 04 MINUTES 46 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID ISBELL TRACT, A DISTANCE OF 13.55 FEET TO A 40d NAIL FOUND AT 2" IRON POST AT THE EAST CORNER OF THE ABOVE-MENTIONED 1209.24 ACRE MCLOUD FAMILY TRUST TRACT;

**THENCE** NORTH 20 DEGREES 05 MINUTES 39 SECONDS WEST, A DISTANCE OF 1,230.56 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 1,934.91 ACRES OF LAND, MORE OR LESS.

ALL BEARINGS AND DISTANCES SHOWN HEREIN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (2011), CENTRAL ZONE (4203).

I, DANIEL CHASE O'NEAL, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED FROM ACTUAL SURVEYS MADE ON THE GROUND DURING THE MONTHS OF NOVEMBER AND DECEMBER 2022.

DANIEL CHASE O'NEAL  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6570  
O'NEAL SURVEYING COMPANY, LLC  
TBPLS FIRM NO. 10194132



FRANCIS M. NASH SURVEY, ABSTRACT NUMBER 476

WILLIAMSON COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

**BEING** 60.72 ACRES OF LAND SITUATED IN THE FRANCIS M. NASH SURVEY, ABSTRACT NUMBER 476, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE JARRELL ESTATES TX, LP CALLED 60.70 ACRE TRACT DESCRIBED AS TRACT 2 IN DOCUMENT NUMBER 2022112692, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 1/2" IRON ROD FOUND (LEANING) IN THE WEST OR SOUTHWEST LINE OF COUNTY ROAD 232 (NO RECORD FOUND BY SURVEYOR) AT THE MOST NORTHERLY CORNER OF SAID 60.70 ACRE TRACT;

**THENCE** ALONG THE WEST OR SOUTHWEST AND NORTHWEST LINE OF COUNTY ROAD 232, SAME BEING THE COMMON EAST OR NORTHEAST AND SOUTHEAST LINE OF SAID 60.70 ACRE TRACT, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

- 1) SOUTH 04 DEGREES 48 MINUTES 47 SECONDS EAST, A DISTANCE OF 456.09 FEET TO A 1/2" IRON ROD FOUND;
- 2) SOUTH 14 DEGREES 53 MINUTES 50 SECONDS EAST, A DISTANCE OF 238.83 FEET TO A 1/2" IRON ROD FOUND;
- 3) SOUTH 44 DEGREES 15 MINUTES 54 SECONDS EAST, A DISTANCE OF 602.49 FEET TO A 1/2" IRON ROD FOUND;
- 4) SOUTH 44 DEGREES 11 MINUTES 35 SECONDS EAST, A DISTANCE OF 256.94 FEET TO A 1/2" IRON ROD FOUND;
- 5) SOUTH 39 DEGREES 26 MINUTES 53 SECONDS EAST, A DISTANCE OF 248.00 FEET TO A 1/2" IRON ROD FOUND;
- 6) SOUTH 38 DEGREES 18 MINUTES 38 SECONDS EAST, A DISTANCE OF 658.50 FEET TO A 1/2" IRON ROD FOUND;
- 7) SOUTH 24 DEGREES 34 MINUTES 27 SECONDS EAST, A DISTANCE OF 109.16 FEET TO A 1/2" IRON ROD FOUND;
- 8) SOUTH 18 DEGREES 58 MINUTES 29 SECONDS WEST, A DISTANCE OF 95.57 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "HOWARD SURVEYING" FOUND;
- 9) SOUTH 44 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 271.61 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "HOWARD SURVEYING" FOUND;
- 10) SOUTH 43 DEGREES 01 MINUTES 40 SECONDS WEST, A DISTANCE OF 369.95 FEET TO A 1/2" IRON ROD FOUND;
- 11) SOUTH 42 DEGREES 32 MINUTES 58 SECONDS WEST, A DISTANCE OF 219.55 FEET TO A 1/2" IRON ROD FOUND;
- 12) SOUTH 04 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 76.45 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "HOWARD SURVEYING" FOUND;
- 13) SOUTH 38 DEGREES 02 MINUTES 55 SECONDS WEST, AT A DISTANCE OF 71.38 FEET PASS A 2" IRON POST FOUND, AND CONTINUING FOR A TOTAL DISTANCE OF 139.57 FEET TO A POINT FOR CORNER IN NORTH SALADO CREEK FOR THE SOUTH CORNER OF SAID 60.70 ACRE TRACT;

**THENCE** ALONG THE APPROXIMATE MEANDERS OF NORTH SALADO CREEK, SAME BEING THE SOUTHWEST LINE OF SAID 60.70 ACRE TRACT, THE FOLLOWING THIRTY-NINE (39) COURSES AND DISTANCES:

- 1) NORTH 41 DEGREES 03 MINUTES 53 SECONDS WEST, A DISTANCE OF 131.45 FEET;
- 2) NORTH 11 DEGREES 53 MINUTES 13 SECONDS WEST, A DISTANCE OF 40.64 FEET;
- 3) NORTH 76 DEGREES 36 MINUTES 21 SECONDS WEST, A DISTANCE OF 45.18 FEET;
- 4) NORTH 30 DEGREES 47 MINUTES 59 SECONDS WEST, A DISTANCE OF 126.71 FEET;
- 5) NORTH 78 DEGREES 57 MINUTES 27 SECONDS WEST, A DISTANCE OF 87.43 FEET;
- 6) NORTH 12 DEGREES 45 MINUTES 05 SECONDS EAST, A DISTANCE OF 79.04 FEET;
- 7) NORTH 11 DEGREES 00 MINUTES 07 SECONDS WEST, A DISTANCE OF 73.49 FEET;
- 8) SOUTH 88 DEGREES 36 MINUTES 16 SECONDS WEST, A DISTANCE OF 82.18 FEET;
- 9) NORTH 66 DEGREES 02 MINUTES 09 SECONDS WEST, A DISTANCE OF 98.67 FEET;
- 10) NORTH 06 DEGREES 27 MINUTES 26 SECONDS WEST, A DISTANCE OF 106.88 FEET;
- 11) NORTH 30 DEGREES 17 MINUTES 23 SECONDS EAST, A DISTANCE OF 145.36 FEET;
- 12) NORTH 03 DEGREES 28 MINUTES 00 SECONDS WEST, A DISTANCE OF 75.44 FEET;
- 13) NORTH 37 DEGREES 44 MINUTES 53 SECONDS WEST, A DISTANCE OF 146.92 FEET;
- 14) NORTH 63 DEGREES 26 MINUTES 00 SECONDS WEST, A DISTANCE OF 145.47 FEET;
- 15) NORTH 38 DEGREES 31 MINUTES 43 SECONDS WEST, A DISTANCE OF 136.09 FEET;
- 16) NORTH 12 DEGREES 39 MINUTES 03 SECONDS WEST, A DISTANCE OF 86.40 FEET;





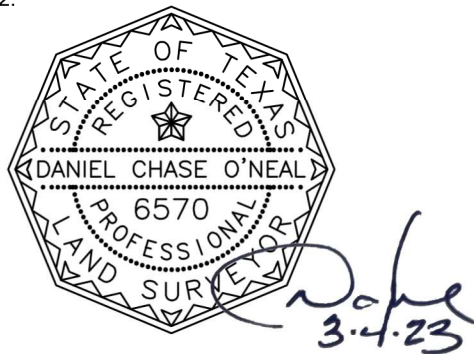
- 17) NORTH 04 DEGREES 05 MINUTES 02 SECONDS WEST, A DISTANCE OF 70.70 FEET;
- 18) SOUTH 86 DEGREES 18 MINUTES 37 SECONDS WEST, A DISTANCE OF 52.16 FEET;
- 19) NORTH 76 DEGREES 52 MINUTES 45 SECONDS WEST, A DISTANCE OF 106.03 FEET;
- 20) NORTH 12 DEGREES 37 MINUTES 54 SECONDS WEST, A DISTANCE OF 83.17 FEET;
- 21) NORTH 23 DEGREES 29 MINUTES 49 SECONDS WEST, A DISTANCE OF 105.27 FEET;
- 22) NORTH 10 DEGREES 37 MINUTES 17 SECONDS EAST, A DISTANCE OF 136.67 FEET;
- 23) NORTH 04 DEGREES 47 MINUTES 46 SECONDS WEST, A DISTANCE OF 86.58 FEET;
- 24) NORTH 34 DEGREES 45 MINUTES 15 SECONDS WEST, A DISTANCE OF 139.47 FEET;
- 25) NORTH 06 DEGREES 54 MINUTES 34 SECONDS WEST, A DISTANCE OF 77.74 FEET;
- 26) NORTH 17 DEGREES 40 MINUTES 53 SECONDS EAST, A DISTANCE OF 51.13 FEET;
- 27) NORTH 52 DEGREES 40 MINUTES 50 SECONDS EAST, A DISTANCE OF 193.35 FEET;
- 28) NORTH 18 DEGREES 45 MINUTES 37 SECONDS EAST, A DISTANCE OF 85.22 FEET;
- 29) NORTH 23 DEGREES 41 MINUTES 20 SECONDS WEST, A DISTANCE OF 105.25 FEET;
- 30) NORTH 86 DEGREES 35 MINUTES 53 SECONDS WEST, A DISTANCE OF 152.96 FEET;
- 31) NORTH 60 DEGREES 31 MINUTES 21 SECONDS WEST, A DISTANCE OF 77.08 FEET;
- 32) NORTH 30 DEGREES 15 MINUTES 17 SECONDS WEST, A DISTANCE OF 81.06 FEET;
- 33) NORTH 67 DEGREES 37 MINUTES 06 SECONDS WEST, A DISTANCE OF 107.27 FEET;
- 34) SOUTH 79 DEGREES 56 MINUTES 28 SECONDS WEST, A DISTANCE OF 183.71 FEET;
- 35) NORTH 73 DEGREES 48 MINUTES 33 SECONDS WEST, A DISTANCE OF 94.17 FEET;
- 36) SOUTH 88 DEGREES 11 MINUTES 00 SECONDS WEST, A DISTANCE OF 91.95 FEET;
- 37) NORTH 53 DEGREES 44 MINUTES 40 SECONDS WEST, A DISTANCE OF 180.89 FEET;
- 38) NORTH 74 DEGREES 50 MINUTES 39 SECONDS WEST, A DISTANCE OF 120.91 FEET;
- 39) NORTH 39 DEGREES 12 MINUTES 20 SECONDS WEST, A DISTANCE OF 60.41 FEET;

**THENCE** NORTH 68 DEGREES 21 MINUTES 36 SECONDS EAST, LEAVING SAID CREEK AND GOING ALONG THE NORTHWEST LINE OF SAID 60.70 ACRE TRACT AND THE COMMON SOUTHEAST LINE OF THE DAVID C. CHATHAM CALLED 200 ACRE TRACT, AT A DISTANCE OF 20.0 FEET PASS A PECAN STUMP AND CONTINUING FOR A TOTAL DISTANCE OF 1,386.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 60.72 ACRES OF LAND, MORE OR LESS.

ALL BEARINGS AND DISTANCES SHOWN HEREIN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (2011), CENTRAL ZONE (4203).

I, DANIEL CHASE O'NEAL, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED FROM ACTUAL SURVEYS MADE ON THE GROUND DURING THE MONTHS OF NOVEMBER AND DECEMBER 2022.

DANIEL CHASE O'NEAL  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6570  
O'NEAL SURVEYING COMPANY, LLC  
TBPLS FIRM NO. 10194132





JAMES JACK SURVEY, ABSTRACT NUMBER 358

WILLIAMSON COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

**BEING** 48.65 ACRES OF LAND SITUATED IN THE JAMES JACK SURVEY, ABSTRACT NUMBER 358, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE JARRELL ESTATES TX, LP CALLED 48.65 ACRE TRACT DESCRIBED AS TRACT 2 IN DOCUMENT NUMBER 2022112692, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 1/2" IRON ROD FOUND AT 2" PIPE FENCE CORNER IN THE SOUTH LINE OF COUNTY ROAD 232 (NO RECORD FOUND BY SURVEYOR) AND THE EAST LINE OF THE RANDY AND TERRI ISBELL REVOCABLE TRUST TRACT DESCRIBED IN DOCUMENT NUMBER 2004074055, (O.P.R.W.C.T.) AT THE NORTH CORNER OF THE ABOVE-MENTIONED 48.65 ACRE TRACT;

**THENCE** ALONG THE SOUTHWEST LINE OF COUNTY ROAD 232 AND COMMON NORTHEAST LINE OF SAID 48.65 ACRE TRACT, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- 1) SOUTH 83 DEGREES 13 MINUTES 18 SECONDS EAST, A DISTANCE OF 491.48 FEET TO A 6" CEDAR POST FOUND;
- 2) SOUTH 71 DEGREES 58 MINUTES 18 SECONDS EAST, A DISTANCE OF 76.46 FEET TO A 6" CEDAR POST FOUND;
- 3) SOUTH 48 DEGREES 54 MINUTES 22 SECONDS EAST, A DISTANCE OF 139.35 FEET TO A 6" CEDAR POST FOUND;
- 4) SOUTH 19 DEGREES 56 MINUTES 54 SECONDS EAST, A DISTANCE OF 415.20 FEET TO A 6" CEDAR POST FOUND;
- 5) SOUTH 41 DEGREES 45 MINUTES 21 SECONDS EAST, A DISTANCE OF 317.16 FEET TO A 6" CEDAR POST FOUND;
- 6) SOUTH 49 DEGREES 16 MINUTES 11 SECONDS EAST, A DISTANCE OF 370.56 FEET TO A 6" CEDAR POST FOUND;
- 7) SOUTH 32 DEGREES 42 MINUTES 48 SECONDS EAST, A DISTANCE OF 683.88 FEET TO A 2" IRON POST FOUND IN THE NORTHWEST LINE OF THE DAVID C. CHATHAM CALLED 200 ACRE TRACT AT THE EAST OR SOUTHEAST CORNER OF SAID 48.65 ACRE TRACT;

**THENCE** SOUTH 68 DEGREES 22 MINUTES 28 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 200 ACRE TRACT, A DISTANCE OF 1,256.62 FEET TO A POINT FOR CORNER IN NORTH SALADO CREEK FOR THE SOUTH CORNER OF SAID 48.65 ACRE TRACT;

**THENCE** ALONG THE APPROXIMATE MEANDERS OF NORTH SALADO CREEK, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) NORTH 02 DEGREES 31 MINUTES 02 SECONDS WEST, A DISTANCE OF 103.88 FEET;
- 2) NORTH 52 DEGREES 32 MINUTES 59 SECONDS WEST, A DISTANCE OF 74.51 FEET;
- 3) NORTH 84 DEGREES 29 MINUTES 41 SECONDS WEST, A DISTANCE OF 104.93 FEET;
- 4) SOUTH 85 DEGREES 34 MINUTES 15 SECONDS WEST, A DISTANCE OF 152.09 FEET;
- 5) NORTH 80 DEGREES 01 MINUTES 08 SECONDS WEST, A DISTANCE OF 219.02 FEET;

**THENCE** LEAVING SAID CREEK AND ALONG THE WEST LINE OF SAID 48.65 ACRE TRACT AND THE COMMON EAST LINE OF SAID ISBELL TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) NORTH 04 DEGREES 30 MINUTES 33 SECONDS EAST, AT A DISTANCE OF 72.82 FEET PASS A 2" IRON POST, AND CONTINUING FOR A TOTAL DISTANCE OF 648.64 FEET TO A 6" CEDAR POST FOUND;
- 2) NORTH 02 DEGREES 29 MINUTES 51 SECONDS EAST, A DISTANCE OF 642.48 FEET TO A 2" IRON POST FOUND;

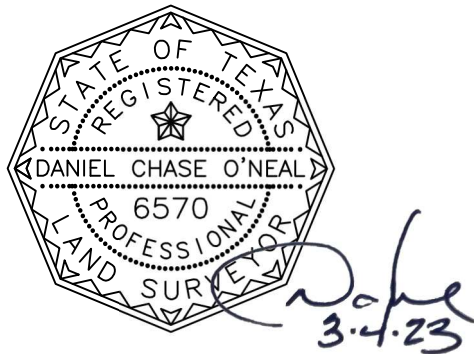


- 3) NORTH 04 DEGREES 10 MINUTES 56 SECONDS WEST, A DISTANCE OF 608.21 FEET TO THE POINT OF BEGINNING AND CONTAINING 48.65 ACRES OF LAND, MORE OR LESS.

ALL BEARINGS AND DISTANCES SHOWN HEREIN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (2011), CENTRAL ZONE (4203).

I, DANIEL CHASE O MINUTES NEAL, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED FROM ACTUAL SURVEYS MADE ON THE GROUND DURING THE MONTHS OF NOVEMBER AND DECEMBER 2022.

DANIEL CHASE O MINUTES NEAL  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6570  
O MINUTES NEAL SURVEYING COMPANY, LLC  
TBPLS FIRM NO. 10194132

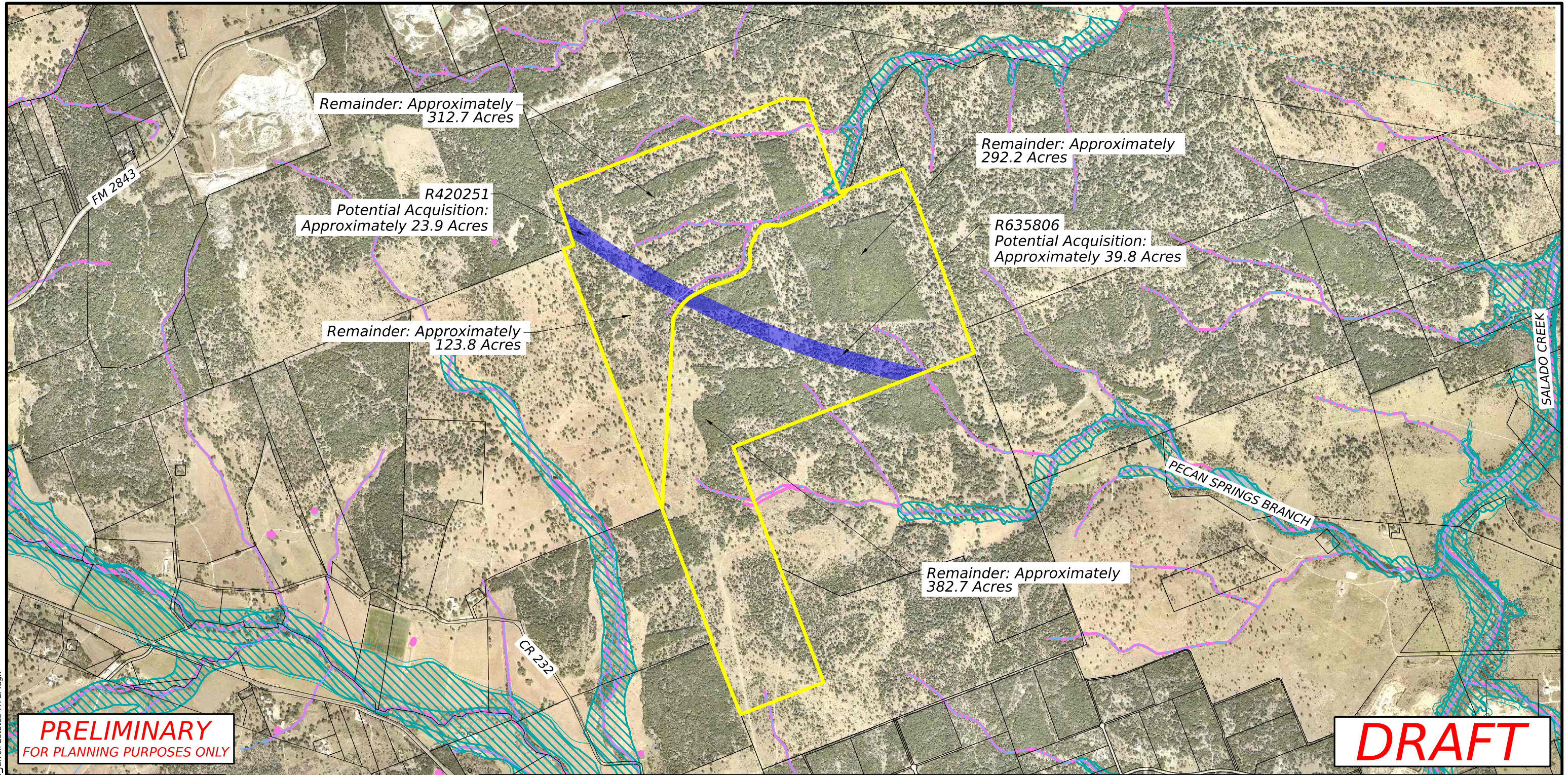


## **EXHIBIT B**

Corridor J location

[attached]





DATE: 2/22/2023  
FILE: ...CorridorJ1\_ Exhibit\_R420251 & R635806\_Jarrell Estates TX LP.dgn



- Property Boundary
- Potential ROW Acquisition
- Stream/River (USGS)
- 100 - Year Floodplain (Wilco)
- Open Water (USGS)
- Wetlands (USFWS)

- Residential Structure
- Commercial Structure
- Agricultural / Other Structure



**R420251**  
Current Acres: 460.37  
Acquired Acres: 23.9  
Remainder Acres: 436.5  
Acres are based on Williamson County parcel line data and property records and are approximate.

**R635806**  
Current Acres: 714.663  
Acquired Acres: 39.8  
Remainder Acres: 674.9  
Acres are based on Williamson County parcel line data and property records and are approximate.



WILLIAMSON COUNTY



WSB & ASSOCIATES, INC.  
FIRM # 16849

**Corridor J1**  
**Parcels R420251 & R635806**  
**JARRELL ESTATES TX LP**  
**2/23/2023**



**Commissioners Court - Regular Session****34.****Meeting Date:** 03/28/2023

Bagdad Rd purchase contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Crestway Storage and Parking LLC. for 0.232 acres needed as right of way on the Bagdad Rd./CR 279 project (Parcel 19). Funding Source: Road Bonds P 343

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

contract

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/23/2023

**Reviewed By**

Becky Pruitt

**Date**

03/23/2023 11:03 AM

Started On: 03/23/2023 10:05 AM

**REAL ESTATE CONTRACT**  
CR 279 @ Bagdad Rd. Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **CRESTWAY STORAGE AND PARKING, LLC** (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 0.232-acre (10,118 square foot) tract of land, out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 19**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements 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 TWENTY-EIGHT THOUSAND FOUR HUNDRED NINETY-FIVE and 00/100 Dollars (\$28,495.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.



### Special Provisions

2.03. Driveway reconstruction/realignment. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that as part of the construction of proposed improvements to CR 279 (Bagdad Road) upon the Property it shall cause at its sole expense the existing Driveway to be relocated and reconstructed in substantial compliance with the location, design, plan and specifications as shown in Exhibit "B" attached hereto and incorporated herein. By execution of this Contract, Seller agrees to allow Purchaser, its agents and contractors to temporarily access the remaining property of Seller only to the extent and for the period required to carry out the requirements of this paragraph.

## **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 Texas National Title Company on or before April 30, 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 "C" 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.

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 May 31, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed 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:**

**CRESTWAY STORAGE AND PARKING, LLC**

By: Steven Vinklarek  
Steven Vinklarek (Mar 22, 2023 16:19 CDT)

Address: 8201 Hickory Creek Dr, Austin, TX 78735

Name: Steven Vinklarek

8201 Hickory Creek Dr, Austin, TX 78735

Title: Manager

Date: Mar 22, 2023



**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

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

County: Williamson  
Parcel : 19 – Crestway Storage & Parking, LLC  
Highway: Bagdad Rd (CR 279)

Page 1 of 3  
11-10-22

EXHIBIT **A**

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.232 ACRE (10,118 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 10.01 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO CRESTWAY STORAGE & PARKING, LLC RECORDED IN DOCUMENT NO. 2022031813 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.232 ACRE (10,118 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 94.14 feet right of Bagdad Road Baseline Station 265+52.79 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,205,703.56 E=3,059,955.37), being in the northerly boundary line of that called 10.01 acre tract of land described in a General Warranty Deed to Copper Ridge Investments, Inc. recorded in Document No. 2021000125 of the Official Public Records of Williamson County, Texas, for the southeasterly corner and POINT OF BEGINNING of the herein described parcel, and from which an iron rod with plastic cap stamped "3DS" found, being an angle point in said common boundary line bears N 78°06'24" E, at a distance of 1,108.24 feet;

- 1) THENCE, departing said proposed easterly ROW line, with said common boundary line, S 78°06'24" W for a distance of 32.27 feet to an iron rod with plastic cap stamped "3DS" found in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the southwesterly corner of said 10.01 acre Crestway Storage & Parking tract, same being the northwesterly corner of said 10.01 acre Copper Ridge tract, for the southwesterly corner of the herein described parcel;
- 2) THENCE, departing said 10.01 acre Copper Ridge tract, with said existing easterly ROW line, same being the westerly boundary line of said 10.01 acre Crestway Storage & Parking tract, N 01°58'10" W for a distance of 365.02 feet to an iron rod with plastic cap stamped "3DS" found, being the southwesterly corner of that called 95 acre tract (Third Tract) of land to Terri Leigh Alexander a/k/a Terri Jones Hanley and Susan Lynn Anderson a/k/a Susan Jones Anderson recorded in Document No. 2020043297 of the Official Public Records of Williamson County, Texas, described as 92 acre (Second Tract) in deed recorded in Volume 295, Pages 4-6 of the Deed Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;
- 3) THENCE, departing said existing ROW line, with the common boundary line of said 10.01 acre Crestway Storage & Parking tract and said 95 acre tract, N 75°44'50" E for a distance of 24.12 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 82.49 feet right of Bagdad Road Baseline Station 269+17.29 in said proposed easterly ROW line, and from which an iron rod with plastic cap stamped "3DS" found, being an angle point in the southerly boundary line of said 95 acre tract, same being an angle point in the northerly boundary line of said 10.01 acre Crestway Storage & Parking tract bears N 75°44'50" E, at a distance of 950.81 feet;
- 4) THENCE, departing said 95 acre tract, through the interior of said 10.01 acre Crestway Storage & Parking tract, with said proposed easterly ROW line, S 03°15'36" E, for a distance of 364.68 feet to the POINT OF BEGINNING, containing 0.232 acres (10,118 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

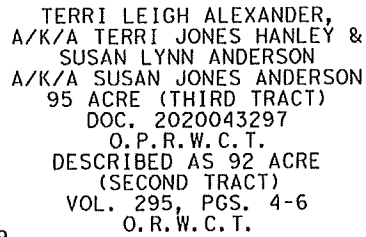
*M. Stephen Truesdale*  
M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

Date

*11 Nov 2022*



EXHIBIT "A"



HENRY FIELD SURVEY  
ABSTRACT No. 233

EASEMENT AGREEMENT  
ACCESS & UTILITY EASEMENT  
ATTACHMENT "C"  
0.26 ACRE  
DOC. NO. 2012090072  
O. P. R. W. C. T.

CRESTWAY STORAGE &  
PARKING, LLC  
(EXHIBIT "A")  
10.01 ACRES  
DOC. 2022031813  
O.P.R.W.C.T.

COPPER RIDGE  
INVESTMENTS, INC.  
(EXHIBIT "A")  
10.01 ACRES  
DOC. 2021000125  
O. P. R. W. C. T.

NO.	DIRECTION	DISTANCE
L1	S78° 06' 24"W	32.27'
L2	N75° 44' 50"E	24.12'

11/10/2022

**INLAND  
GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF  
**CRESTWAY STORAGE &  
PARKING, LLC**

PARCEL 19  
0.232 ACRES  
10,118 Sq. Ft.

PAGE 2 OF 3

SCALE  
1" = 1

PROJECT  
BAGDAD ROAD

COUNTY  
WILLIAMSON



## PLAT TO ACCOMPANY PARCEL DESCRIPTION

## LEGEND

●	1/2" IRON ROD FOUND UNLESS NOTED
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP
⊗	1/2" IRON PIPE FOUND UNLESS NOTED
▲	60/D NAIL FOUND IN FENCE POST
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
⌚	PROPERTY LINE
( )	RECORD INFORMATION
— —	LINE BREAK
↺	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165872, ISSUED BY NATIONAL INVESTORS TITLE INSURANCE COMPANY, EFFECTIVE DATE AUGUST 05, 2022, ISSUE DATE AUGUST 15, 2022.

1. RESTRICTIVE COVENANTS: DOCUMENT NO. 2003117201, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

(10)2. A CHANNEL EASEMENT GRANTED TO THE STATE OF TEXAS AS DESCRIBED IN VOLUME 415, PAGE 568, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

3. A COMMUNICATION LINES AND CIRCUITS EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 544, PAGE 433, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

4. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2002065468, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

5. A WATER DISTRIBUTION LINES EASEMENT GRANTED TO LIBERTY HILL WATER SUPPLY CORP. AS DESCRIBED IN DOCUMENT NO. 2002096471, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

6. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2020047657, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

9. TERMS, CONDITIONS, AND STIPULATIONS IN THE EASEMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2012098072, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN, AND AS FURTHER AFFECTED BY DOCUMENT NO. 2012098073, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*M. Stephen Truesdale* 11 Nov 2022

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



11/10/2022



PARCEL PLAT SHOWING PROPERTY OF

CRESTWAY STORAGE &  
PARKING, LLCSCALE  
1" = 100'PROJECT  
BAGDAD ROADCOUNTY  
WILLIAMSONPARCEL 19  
0.232 ACRES  
10,118 Sq. Ft.

PAGE 3 OF 3

# EXHIBIT "B" (Page 1 of 3)

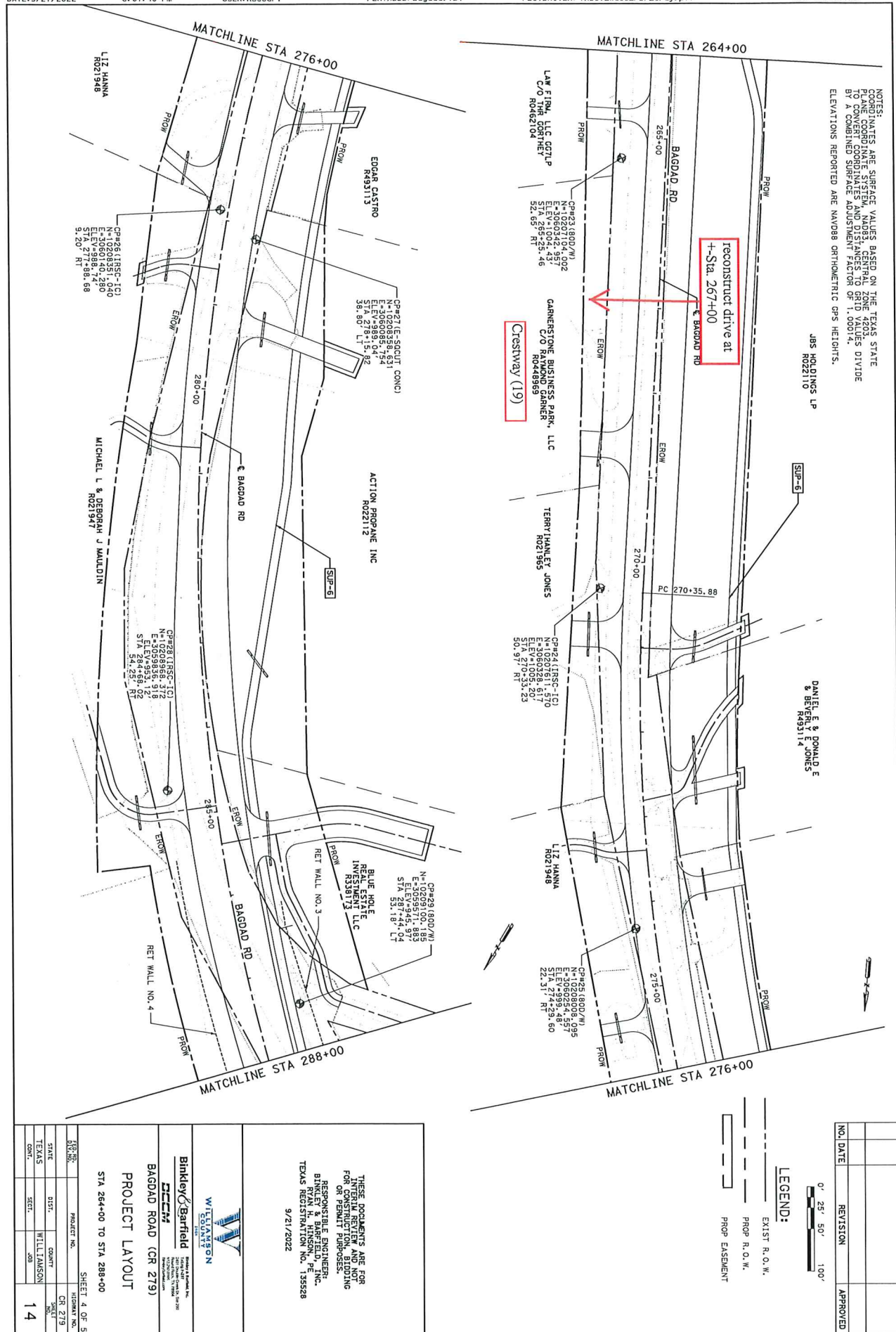
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DATE: 9/21/2022 6:07:40 PM

USER: RBecor I

PENTABLE: Bagdad, tb I

PLOTDRIVER: TxDOT\_Waco\_PDF\_Gray.plt

90% SUBMITTAL

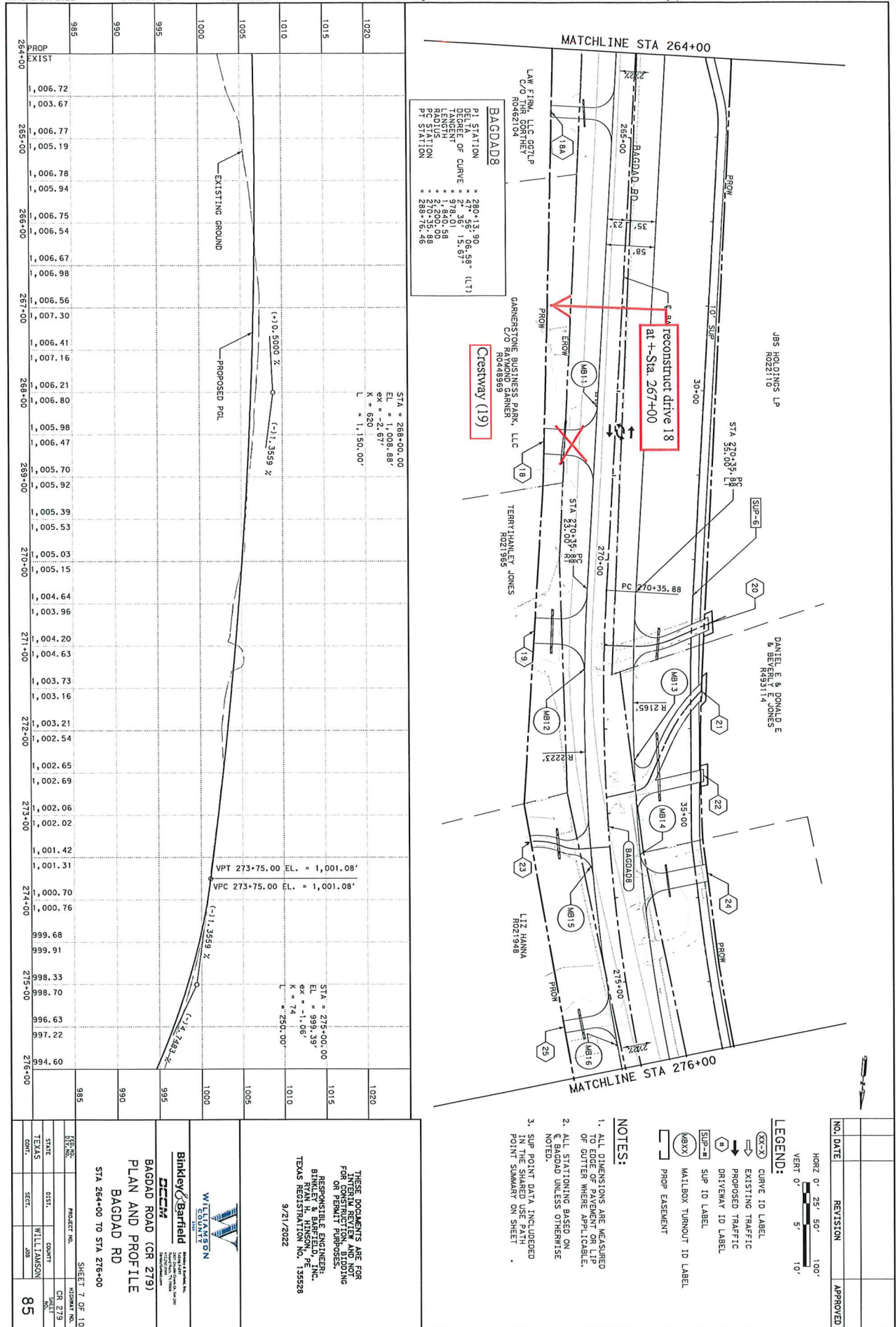


<p>THESE DOCUMENTS ARE FOR CONSTRUCTION AND NOT FOR PERMIT PURPOSES.</p> <p>RESPONSIBLE ENGINEER: BINLEY &amp; BARFIELD, INC. TEXAS REGISTRATION NO. 135528</p> <p>9/21/2022</p>			
<p>WILLIAMSON COUNTY</p> <p><b>Binley &amp; Barfield, Inc.</b> P.E. &amp; S.E. BINLEY &amp; BARFIELD, INC. 1000 N. WILSON ST. WILSON, TEXAS 76798</p>			
<p><b>BAGDAD ROAD (CR 279)</b></p> <p><b>PROJECT LAYOUT</b></p> <p>STA 264+00 TO STA 288+00</p>			
11/15/20	PROJECT NO.	SHEET 4 OF 5	
STATE	CR 279	CR 279	
TEXAS	WILLIAMSON	14	
CONTRACT	SECTION	400	



# EXHIBIT "B" (Page 2 of 3)

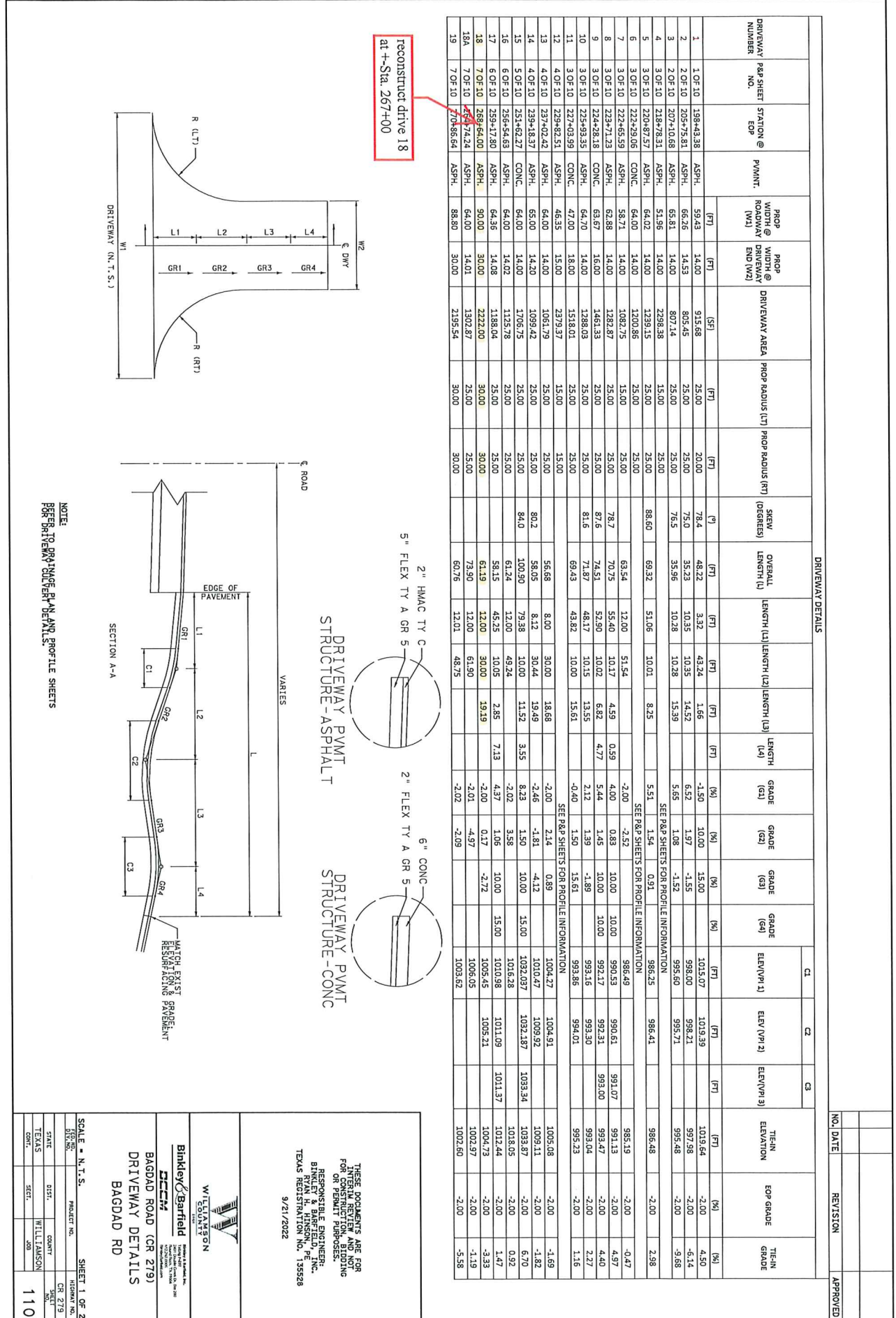
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DATE: 9/21/2022 6:12:10 PM





# EXHIBIT "B" (Page 3 of 3)

FILE: ... \R000\_DRIVE\_DET\_01.dgn USER: R8ecar I PENTABLE: Bagdad, tbl PLOTDRIVER: TxDOT\_Waco\_PDF\_Gray.plt 90% SUBMITTAL



WILCOX & ASSOCIATES, INC.

**Binkley & Bartfield**

**BCM**

BAGDAD ROAD (CR 279)  
DRIVEWAY DETAILS  
BAGDAD RD

THESE DOCUMENTS ARE FOR  
CONSTRUCTION PURPOSES ONLY.  
FOR PERMIT PURPOSES, REFER TO  
THE ORIGINAL DRAWINGS.  
RESPONSIBLE ENGINEER:  
BINKLEY & BARTFIELD, INC.  
TEXAS REGISTRATION NO. 135528  
9/21/2022

SCALE = N.T.S.

SHEET 1 OF 2

STATE: TEXAS COUNTY: DALLAS

DATE: 9/21/2022

110

# EXHIBIT "C"

Parcel 19

## DEED

County Road 279 @ Bagdad Rd. 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 **CRESTWAY STORAGE AND PARKING, LLC**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(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 0.232-acre (10,118 square foot) tract of land, out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 19);

**SAVE AND EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or 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 pages follow]*

**GRANTOR:**

**CRESTWAY STORAGE AND PARKING, LLC**

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

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

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

**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****35.****Meeting Date:** 03/28/2023

2023 Williamson County Citizen's Bond Committee

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on appointing a 2023 Williamson County Citizen's Bond Committee.

**Background**

The purpose of a Williamson County Citizen's Bond Committee is to review and analyze the infrastructure needs of Williamson County and to propose projects to the Williamson County Commissioners Court for potential funding. Each Commissioner will appoint two members and the County Judge will appoint the Chairperson for the Committee.

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 03/23/2023

**Reviewed By**

Becky Pruitt

**Date**

03/23/2023 10:12 AM

Started On: 03/22/2023 02:56 PM

**Commissioners Court - Regular Session****37.****Meeting Date:** 03/28/2023

Mara Ice Storm Disaster

**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**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 03/01/2023

**Reviewed By**

Becky Pruitt

**Date**

03/01/2023 03:29 PM

Started On: 03/01/2023 03:21 PM



**Commissioners Court - Regular Session**

**38.**

**Meeting Date:** 03/28/2023

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
- j) Discuss Right of Way for Southwestern Boulevard, Georgetown, Texas

- C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1
- D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

### Background

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#### Fiscal Impact

From/To	Acct No.	Description	Amount
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#### Attachments

*No file(s) attached.*

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#### Form Review

##### Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/23/2023

##### Reviewed By

Becky Pruitt

##### Date

03/23/2023 11:01 AM

Started On: 03/22/2023 04:02 PM

**Commissioners Court - Regular Session****39.****Meeting Date:** 03/28/2023

Economic Development

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**Information****Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:  
Business prospect(s) that may locate or expand within Williamson County.

- a) Project Fittipaldi
- b) Project Acropolis
- c) Project World
- d) Project Mellencamp
- e) Project Corgi
- f) Project Anniversary
- g) Project Glee
- h) Project Skyfall

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

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