

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
July 10, 2023
8:30 A.M.

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

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

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 3 – 27)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0435-004169	Alleged Father - Crt Appt Atty	\$3,000.00
To	0100-0435-004136	Other/MH Cases	\$3,000.00

4. Discuss, consider and take appropriate action on a line item transfer for Constable, Precinct 2.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0552.003008	Law Enforcement Equipment	\$1,500.00
To	0100.0552.003311	Uniforms	\$1,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003010	Computer Equipment	\$1,080.00
To	0100-0540-004210	Internet / Email Svs	\$1,080.00

6. Discuss, consider, and take appropriate action on a line item transfer for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004100	Professional Services	26,912.50
To	0100.0576.001107	Temp/Seasonal Labor	25,000.00
To	0100.0576.002010	FICA	1,912.50

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Services	\$6,509.20
To	0100.0509.004100	Professional Services	\$6,509.20

8. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes, and any corresponding line item transfers.
9. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 6/01/2023 through 6/30/2023.
10. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 6/01/2023 through 6/30/2023. The Asset Status Change Form from 911 Communications for Destruction of the 4 Motorola APX7500 Dual Band Dash Mount radios is on this list. There are parts from these radios that can be used and are being taken before destruction of these radios.
11. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 6/01/2023 through 6/30/2023.
12. Discuss, consider, and take appropriate action on approving the filing of the FY2024-2025 Community Supervision and Corrections Department (Adult Probation) Biennial Budgets.
13. Discuss, consider, and take appropriate action to approve the County Attorney May 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.
14. Discuss, consider and take appropriate action on appointing Patricia Villafana of Georgetown to the Williamson County Child Welfare Board.
15. Discuss, consider, and take appropriate action on the appointment of Ben Thompson to the Williamson County Conservation Foundation Board of Directors.
16. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Rancho Del Cielo Municipal Utility District and the County of Williamson, Texas.
17. Discuss, consider, and take appropriate action on approving the revised Proposal #2023221 between Williamson County and Gartner, Inc. for Consulting Services, pursuant to DIR Contract #DIR-CPO-4927 and authorizing the execution of the Proposal.

18. Discuss, consider, and take appropriate action on approving the software purchase and agreement #2023222 between Williamson County and Fifth Asset, Inc. dba Debtbook in the amount of \$72,000.00 pursuant to Omnia National contract #14-03, and authorizing the execution of the agreement. Approval of this agreement will rescind and replace the previous agreement approved in Commissioner's Court on 6/13/2023, item #17.
19. Discuss, consider, and take appropriate action on approving an addendum to the agreement between Williamson County and Integrated Prescription Management, Inc. (IPM) and authorize execution of the agreement.
20. Discuss, consider, and take appropriate action on authorizing the Services Contract #2023246 between GNZ Mobile Solutions LLC and Williamson County for Mobile Home Transportation in the amount of \$11,600.00 and authorize the execution of the services contract.
21. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Construction Manager at Risk (CMAR) for Justice Complex Improvements, under RFP #23RFP93. Funding Source is P476.
22. Discuss, consider, and take appropriate action on awarding 23RFSQ61 Williamson County Regional Animal Shelter (WCRAS) Expansion Feasibility Study to Quorum Architect, Inc. in the amount of \$42,000.00 and executing the agreement.
23. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Landscape Maintenance Services for Williamson County under RFP #23RFP96.
24. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to issue a Non-binding Letter of Intent (LOI) to Caldwell Country Chevrolet/Ford to secure inventory from the fleet vehicle order banks and authorize execution of the LOI.
25. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Hydrated Lime Slurry, under IFB #23IFB95.
26. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between K Frieze + Associates and Williamson County dated May 31, 2022 for On Call Small Drainage and Small Roadway Projects. This supplemental is to increase the maximum amount payable to \$100,000.00. Funding source: 01.0200.0210.004100.
27. Discuss, consider and take appropriate action on approval of the final plat for the D & S subdivision – Precinct 4.

REGULAR AGENDA

28. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's Office from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	District Atty Sal. Supplement	\$7,500.00

29. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's Office from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	\$6,146.75
	0100.0440.002010	FICA	\$470.26
	0100.0440.002020	Retirement	882.99

30. Discuss, consider, and take appropriate action on closing P432 (Jail Master Plan) and moving the remaining funds of \$5,500 from 2019 CIP and \$45,000 from 2015 CO to P476 (Justice Complex Improvements).
31. Discuss, consider, and take appropriate action on closing P572 (Jail South Gym Renovations) and moving the remaining funds of \$300,000 from 2022 CIP and \$1,200,000 from 2023 CIP to P476 (Justice Complex Improvements).
32. Discuss, consider, and take appropriate action on approving a 2019 Road Bond allocation per Christen Eschberger, HNTB, to close P379 (Cottonwood Creek Drainage) and move the remaining funds of \$170,000 to P392 (Southeast Segment 2). Also, to close P369 (Bartlett Street) and move the remaining funds of \$151,352.60 to P392 (Southeast Segment 2).
33. Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of \$65,607.52 for Project T4327 Great Oaks Drive Improvements (DeNucci Constructors) P: 270 Funding Source: Road Bond.
34. Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of \$9,735.71 for Project T4327 Great Oaks Drive Improvements (DeNucci Constructors) P: 270 Funding Source: Road Bond.
35. Discuss, consider and take appropriate action on 3 purchase contracts with Daniel Anderson, Laura Anderson, Amanda Anderson Glasscock, Travis D. Anderson and Hunter Anderson for a total of 1.177 acres needed as right of way for the CR 255 project (Parcels 43, 44 and 45). Funding Source: TANS P588
36. Discuss, consider and take appropriate action on a real estate contract with Trine CR 207, LLC for 1.44 acres needed as future right of way on the Corridor F project. Funding Source: TANS P588
37. Discuss, consider and take appropriate action on a Roadway Closure Order/Abandonment of Prescriptive Rights for portions of CR 214 as previously authorized by an Acceptance of Right of Way for Future Arterial Road and Abandonment of Prescriptive Rights for Portion of Old County Road 214 agreement with River Oaks Partners II, LLC dated May 23, 2023.
38. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.719 acres) required for the construction of Bagdad Road. (JBS Holdings, LP/ Parcels 20/22) Funding Source: Road Bonds P343

39. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.401 acres and 0.069 acres) required for the construction of Bagdad Road. (50 Fawn Ridge LLC/ Parcels 35/36) Funding Source: Road Bonds P343
40. 9:30 AM: Hold a public hearing pursuant to Chapter 312 of the Texas Tax Code regarding the designation of an area of Williamson County as a reinvestment zone to be named Williamson County Reinvestment Zone No. 1 for tax abatement purposes.
41. Discuss, consider, and take appropriate action on an Order of the Commissioners Court of Williamson County, Texas, creating the Williamson County Reinvestment Zone No. 1; authorize the County Judge or presiding officer to execute all documents necessary for such creation; and take any other additional actions, as necessary, to create and implement the Williamson County Reinvestment Zone No. 1.

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)."

42. 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: CR 332
 - b) Discuss the acquisition of real property for County Facilities.
 - c) Discuss the acquisition of real property for CR 255.
 - d) Discuss the acquisition of real property for CR 111.
 - e) Discuss the acquisition of real property for Corridor H
 - f) Discuss the acquisition of real property for future SH 29 corridor.
 - g) Discuss the acquisition of right-of-way for Hero Way.
 - h) Discuss the acquisition of right-of-way for Corridor C.
 - i) Discuss the acquisition of right-of-way for Corridor F.
 - j) Discuss the acquisition of right-of-way for Corridor D.
 - k) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
 - l) Discuss the acquisition of right-of-way for Reagan extension.
 - m) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
 - n) Discuss acquisition of right of way for Corridor E.
 - o) Discuss acquisition of right of way for Liberty Hill Bypass.
 - p) 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) Sale of property located 747 County Rd. 138 Hutto, Texas

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

43. 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
- i) Project Stamper
- j) Project Soul Train

44. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 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 vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
- 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. 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
- 11. 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
 12. 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
 13. 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
 14. 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
 15. 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
 16. 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
 17. 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
 18. 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
 19. 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
 20. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas

c. EEOC/TWC matters:

1. EEOC Charge EEOC Charge No. 451-2023-00766 - K.B.

d. Claims:

1. Employment Claims of Jenifer Favreau

e. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service’s Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters pertaining to DM Medical Billings, LLC.
4. Legal matters relating to proposed Hutto TIRZ #3.
5. Legal matters pertaining to nuisance abatement procedures.
6. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children’s Advocacy Center, Inc.

- 45.** Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

- 46.** Discuss and take appropriate action concerning economic development.
- 47.** Discuss and take appropriate action concerning real estate.
- 48.** Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:

a. General:

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. Other confidential attorney-client matters, including contracts and certain matters related to

county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.

b. Litigation:

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9. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
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11. 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
12. 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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14. 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
15. 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
16. 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
17. 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
18. 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
19. 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
20. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas

c. EEOC/TWC matters:

1. EEOC Charge EEOC Charge No. 451-2023-00766 - K.B.

d. Claims:

1. Employment Claims of Jenifer Favreau

e. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.

2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters pertaining to DM Medical Billings, LLC.
4. Legal matters relating to proposed Hutto TIRZ #3.
5. Legal matters pertaining to nuisance abatement procedures.
6. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

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

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 6th day of July, 2023 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Special Session**3.****Meeting Date:** 07/10/2023

Transfer of Funds for Civil MH Case

Submitted By: Ronald Morgan, All District Courts**Department:** All District Courts**Agenda Category:** Consent

Agenda Item

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

Background

There was an unanticipated need for court-appointed counsel in a civil matter pending before the District Courts. We request movement of funds between various lines in the District Courts Budget to provide for that need.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0435-004169	Alleged Father - Crt Appt Atty	\$3,000.00
To	0100-0435-004136	Other/MH Cases	\$3,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Ronald Morgan

Final Approval Date: 07/05/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

07/05/2023 10:20 AM

07/05/2023 10:23 AM

Started On: 07/03/2023 03:42 PM

Commissioners Court - Special Session**4.****Meeting Date:** 07/10/2023

Line Item Transfer - PCT 2 Constable

Submitted By: Willaim Beechinor, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Consent

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Constable, Precinct 2.

Background

Requesting approval of transfer of funds from line item 003008-Law Enforcement Equipment to cover funding shortfall in line item 003311-Uniforms due to price increases for exterior vest carriers for body armor, replacement of uniform shirts with new style shoulder patches and administrative/training uniforms.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0552.003008	Law Enforcement Equipment	\$1,500.00
To	0100.0552.003311	Uniforms	\$1,500.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Willaim Beechinor

Final Approval Date: 06/28/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/28/2023 03:19 PM

06/28/2023 04:04 PM

Started On: 06/27/2023 03:33 PM

Commissioners Court - Special Session**5.****Meeting Date:** 07/10/2023

LIT

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

Agenda Item

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

Background

Line item transfer to cover the cost for the remainder of the fiscal year for Cradlepoint service.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003010	Computer Equipment	\$1,080.00
To	0100-0540-004210	Internet / Email Svs	\$1,080.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Michael Knipstein

Final Approval Date: 06/30/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

06/29/2023 11:20 AM

06/30/2023 09:46 AM

Started On: 06/29/2023 08:43 AM

Commissioners Court - Special Session**6.****Meeting Date:** 07/10/2023

Budget Line Item Transfer for Juvenile Services

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

Agenda Item

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

Background

Juvenile Services is requesting a line item transfer from Professional Services to Temp/Seasonal Labor to cover unexpected expenses this fiscal year. Temp/Seasonal labor has been used to cover shifts due to full time vacancies within the department increasing the need for additional funding in this budget line.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004100	Professional Services	26,912.50
To	0100.0576.001107	Temp/Seasonal Labor	25,000.00
To	0100.0576.002010	FICA	1,912.50

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Denise Carlson

Final Approval Date: 07/06/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

07/06/2023 11:46 AM

07/06/2023 01:17 PM

Started On: 07/06/2023 10:42 AM

Commissioners Court - Special Session**7.****Meeting Date:** 07/10/2023

Line Item Transfer

Submitted For: Dale Butler**Submitted By:** Gina Wrehnsig, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Agenda Item

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

Background

Need additional funds for the remainder of the FY for Professional Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Services	\$6,509.20
To	0100.0509.004100	Professional Services	\$6,509.20

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Facilities Management (Originator)

Form Started By: Gina Wrehnsig

Final Approval Date: 07/05/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Gina Wrehnsig

Date

06/28/2023 03:19 PM

06/28/2023 04:04 PM

07/05/2023 08:35 AM

Started On: 06/27/2023 02:00 PM

Commissioners Court - Special Session**8.****Meeting Date:** 07/10/2023

Compensation Items

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

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Merit Report

Merit LIT

Form Review**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 07/05/2023

Reviewed By

Laura Drewry

Becky Pruitt

Date

07/05/2023 03:09 PM

07/05/2023 03:17 PM

Started On: 07/05/2023 03:05 PM

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
911 Communications	TCO Specialist.0124.001100.	15863	\$57,291.27	\$1,718.75	3.00	\$59,010.02	-	MERIT	7-Jul-23
County Auditor	Internal Auditor I.0642.001100.	16445	\$57,362.76	\$1,720.94	3.00	\$59,083.70	-	MERIT	7-Jul-23
Emergency Medical Services	EMS Paramedic.0827.001100.	16138	\$44,488.08	\$1,112.20	2.50	\$45,600.28	-	MERIT	7-Jul-23
Emergency Medical Services	EMS Paramedic.0844.001100.	16132	\$44,488.08	\$1,223.41	2.75	\$45,711.49	-	MERIT	7-Jul-23
Parks	Parks Maintenance Tech.1694.001100.	16435	\$34,768.26	\$1,043.06	3.00	\$35,811.32	-	MERIT	7-Jul-23

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0495	001100	1720.94	
01	0100	0495	001130		1720.94
01	0100	0510	001100	1043.06	
01	0100	0510	001130		1043.06
01	0100	0540	001100	2335.61	
01	0100	0540	002010	178.67	
01	0100	0540	002020	362.95	
01	0100	0581	001100	1718.75	
01	0100	0581	002010	131.48	
01	0100	0581	002020	267.09	
01	0100	8004	001130		4054.36
01	0100	8004	001100		310.15
01	0100	8004	002010		630.04

Commissioners Court - Special Session**9.****Meeting Date:** 07/10/2023

Assets for Auction Monthly Report 7.10.23

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

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 6/01/2023 through 6/30/2023.

Background

Please see the attached list for details.

Fiscal Impact

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

Attachments

Assets for Auction Monthly Report 6.30.23

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 07/05/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

07/05/2023 02:13 PM

07/05/2023 03:09 PM

Started On: 06/08/2023 03:33 PM

*June 2023

Monthly Report

Court Date:

7/10/2023

Williamson County - Assets for Auction

Agenda #:

31853

Item	Serial Number	Quantity	Department
Precision 3541	GJ7DY33	1	Building Maintenance
Used marathon 3 hp motor		2	Building Maintenance
used 1.5 hp motor	walong	1	Building Maintenance
Used 5.4 hp motor	Balder Industrial	1	Building Maintenance
used 1 hp motor	Boulder	1	Building Maintenance
Rebuilt 1 hp motors	U.S. century/trane	4	Building Maintenance
1/2 hp motor	Emerson Blower	1	Building Maintenance
3 hp 9 amp HVAC motor	Baldor pulley 95243712	1	Building Maintenance
.75 hp 2.1 amp HVAC motor	Baldor Relancer 874673521	1	Building Maintenance
3 hp 6 amp motor	Marathon Electric HVAC	1	Building Maintenance
7.5 hp 19.8 amp motor	Baldor Relancer 374821536	1	Building Maintenance
Dell Latitude	JSF33G2	1	Commissioner 2 - admin
Panasonic CF54 Toughbook	8CTTA19781	1	Constable 1
Dell Optiplex 7070	44RH853	1	Constable 1
Dell Optiplex 7060	49MRCV2	1	Constable 1
Dell Optiplex 7070	22WY7X2	1	Constable 1
multi use mail box shelving cabinet		1	County Attorney
2 drawer wooden file cabinet w/key		1	County Attorney
magazine holder		1	County Attorney
Burgundy guest chair		3	County Attorney
Burgundy desk chair		1	County Attorney
brown desk		1	County Attorney
Rolling desk chair		1	County Attorney
Lucent telephone		1	County Attorney
Alphone	JK-iMED	1	County Attorney
Couch - red		1	County Attorney
2 hole punch		1	County Attorney
Heavy duty stapler		1	County Attorney
10 key calculator		1	County Attorney
Logitech wireless keyboard		1	County Attorney
Microsoft bluetooth mouse		4	County Attorney
Koss headphones		1	County Attorney
misc power cords		1	County Attorney
Snadisk card reader		1	County Attorney
Logitech wireless keyboard		9	County Attorney
Dell wireless keyboards		6	County Attorney
Dell docking stations		5	County Attorney
Logitech wireless mouse		4	County Attorney
Dell wireless mouse		1	County Attorney
Small box misc cable hardware		1	Emergency Med Services
Box of charging cables, batteries, inverters		1	Emergency Med Services
Box of AV cables, mice, styli, network cables, modems		1	Emergency Med Services
Dell Monitors	See List	2	Emergency Med Services
Dell Soundbar		1	Emergency Med Services
Keyboards		3	Emergency Med Services
Tablet keyboard bases		2	Emergency Med Services
Plantronics wireless headset		1	Emergency Med Services
Dell Latitude 5290 2 in 1	H7YYNV2	1	Emergency Med Services
Panasonic CF54 Toughbook	See List	4	Emergency Med Services
Panasonic Toughbook CF-20	8FKKA82025, 7JKA54332	2	Emergency Med Services
Optiplex 7060	J9C8KQ2	1	Health District - County Purchased
Optiplex 7010	GQTTDX1	1	Health District - County Purchased
Optiplex 7060	J8P3KQ2	1	Health District - County Purchased
Optiplex 7010	GQSZDX1	1	Health District - County Purchased
Otpiplex 7070	7WSDPY2	1	Health District - County Purchased
Optiplex 7050	FG446K2	1	Health District - County Purchased
Latitude 5590	4SY8NV2	1	Health District - County Purchased
Latitude 3390 2-IN-1	2FF3P2	1	Health District - County Purchased
Latitude 5501	FMD1X33	1	Health District - County Purchased
Optiplex 7070	7WT7PY2	1	Health District - County Purchased
Drawer filing cabinet		1	Health District - County Purchased

Exam table			Health District - County Purchased
Medical rolling cart		1	Health District - County Purchased
office chairs		2	Health District - County Purchased
Check in rolling cart		1	Health District - County Purchased
Drawer filing cabinet		2	Health District - County Purchased
Vintricul desk		2	Health District - County Purchased
Exam table		1	Health District - County Purchased
office chairs		4	Health District - County Purchased
Office desk		2	Health District - County Purchased
Microsoft Surface	18922682553	1	Health District - State Purchased
Ipad	F6MC8495MF3N	1	Health District - State Purchased
Ipad	F6MC837KMF3N	1	Health District - State Purchased
Ipad	F6MC8495MF3N	1	Health District - State Purchased
Optiplex 7050	FG116K2	1	Health District - State Purchased
All-In-One Optiplex 9030	3580B42	1	Health District - State Purchased
Dell Monitors		4	Health District - State Purchased
Exam table grey top w/drawers and stirrups		1	Health District - State Purchased
Optiplex 7070	7WTCPY2	1	Health District - State Purchased
Optiplex 7040	GQ9LZC2	1	Health District - State Purchased
Optiplex 7050	FD706K2	1	Health District - State Purchased
Optiplex 7020	GC68X52	1	Health District - State Purchased
Microsoft Surface	18646382553	1	Health District - State Purchased
Dell Latitude 5501	2S7GZY2	1	Human Resources
Dell Latitude 3500	8MX2MW2	1	Information Systems
Dell Latitude 3500	6TX2MW2	1	Information Systems
Dell Latitude 5590	28FBVT2	1	Information Systems
Dell Latitude 3500	JNX2MW2	1	Information Systems
2019 Latitude 3390 2 in 1 Laptop	BV3FJT2	1	JP 1
2019 Latitude 5300 2 in 2 Laptop	166WFW2	1	JP 1
2019 Latitude 3390 2 in 1 Laptop	9V3FJT2	1	JP 1
Optiflex 7050	HVoNMN2	1	JP 1
2019 Monitor	097F55	1	JP 1
Latitude 5590	28FBVT2	1	JP 4
File Cabinet		1	Juvenile Services
Monitor		1	Parks
Various items		1	Parks
Mifis		5	Parks
Monitors		4	Parks
Wireless keyboard/mouse		2	Parks
Wireless keyboard/mouse		2	Parks
Wireless keyboards		3	Parks
Wireless keyboard		1	Parks
Dell Latitude 5289	GNGRMH2	1	Purchasing
Computer Monitor	MX-03N6NN-74262-17K-11C4	1	Sheriff's Office
Computer Monitor	9D69R82	1	Sheriff's Office
Computer Monitor	CN-00548H-71618	1	Sheriff's Office
Computer Monitor	CN-0668VC-74261-73H-6PPU-A00	1	Sheriff's Office
Dell Tower	8MGPIXH2	1	Sheriff's Office
Cyber Power Tower	CPKCS2008032	1	Sheriff's Office
APC Back up Tower	BX1300G	1	Sheriff's Office
Aleratec Tower	00372-004084	1	Sheriff's Office
Computer Tower	JWHLMR2	1	Sheriff's Office
Computer Tower	JWJOMR2 / DWNP842	2	Sheriff's Office
Maraniz Portable Cassette Recorder PMD201	9740022	1	Sheriff's Office
Computer Monitor	74261-73K-1VAU-A00	1	Sheriff's Office
Computer Monitor	97XY722	1	Sheriff's Office
Computer Monitor	CN-0G302H-74261	1	Sheriff's Office
Computer Monitor	28667290755	1	Sheriff's Office
HP Monitor	CN413713FG	1	Sheriff's Office
Dell Monitor 22"	CN-0668VC-74261-73H-6PVU-A00	2	Sheriff's Office
Dell Monitor 24"	CN-0G8TVH-QDC00-06n-1FWS-A09	1	Sheriff's Office
Dell Monitor 24"	CN-0G8TVH-QDC00-061-7DDL-A09	1	Sheriff's Office
Dell Monitor 27"	CN-0YKNFG-74445-652-108B-A00	1	Sheriff's Office
Dell Latitude 5511	902NR73	1	Sheriff's Office

Dell Monitor 22"	CN-0668VC-74261-73H-GRYU-A00	1	Sheriff's Office
Dell Monitor 22"	CN-0668-VC-74261-73H-656U-A00	1	Sheriff's Office
Dell Monitor 22"	CN-0668VC-74261-73H-6RFU-A00	1	Sheriff's Office
Dell Monitor 22"	CN-0668VC-74261-73K-1A6U-A00	1	Sheriff's Office
Dell Monitor 22"	CN-0668VC-74261-73H-59PU-A00	1	Sheriff's Office
Dell Monitor 22"	CN-0668VC-74261-73K-1A4U-A00	1	Sheriff's Office
Dell Monitor 22"	CN-0688VC-74261-73K-17HU-A00	1	Sheriff's Office
Dell Monitor 22"	CN-0668VC-74261-73K-19WU-A00	1	Sheriff's Office
Computer Accessories/Office Supplies		25	Sheriff's Office
Table		1	Sheriff's Office
Oxygen Tank		1	Sheriff's Office
HP 4250N Printer	CNBXF02553	1	Sheriff's Office
AED Trainer		1	Sheriff's Office
Dell Optiplex 7070	BY64PY2	1	Tax Assessor Collector
Dell Optiplex 7070	5H6FQ53	1	Tax Assessor Collector
Dell Optiplex 7070	FH63773	1	Tax Assessor Collector
Dell Optiplex 7070	5H5Q853	1	Tax Assessor Collector
Dell Optiplex 7070	5H6DQ53	1	Tax Assessor Collector
Dell Optiplex 7070	2SFPH03	1	Tax Assessor Collector
Dell Optiplex 7070	FH74773	1	Tax Assessor Collector
Dell Optiplex 7070	2SDQH03	1	Tax Assessor Collector
Dell Optiplex 7070	4HS6JV2	1	Tax Assessor Collector
Dell Optiplex 7070	BY70PY2	1	Tax Assessor Collector
Dell Optiplex 7070	BY72PY2	1	Tax Assessor Collector
Dell Optiplex 7070	2SDPH03	1	Tax Assessor Collector
Dell Optiplex 7070	2SDPH03 Duplicate	1	Tax Assessor Collector
Dell Optiplex 7070	FH50G73	1	Tax Assessor Collector
Dell Optiplex 7070	4CN6JV2	1	Tax Assessor Collector
Dell Optiplex 7060	4CX3JV2	1	Tax Assessor Collector
Dell Optiplex 7060	4HD2JV2	1	Tax Assessor Collector
Dell Optiplex 7060	4CP6JV2	1	Tax Assessor Collector
Dell Optiplex 7060	4H98JV2	1	Tax Assessor Collector
Lobby Chairs		8	Tax Assessor Collector
Round table chairs		8	Veteran Services
Standard cushioned chairs		2	Veteran Services
Office desk/hutch		1	Veteran Services
Rolling computer chairs		2	Veteran Services
Binders		30	Veteran Services
Computer monitors		2	Veteran Services
Small personal Scanner		1	Veteran Services
small round table and TV stand		2	Veteran Services

Asset Status Change

Title:	i:0#.f membership jmoore@wilco.org - 23-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Precision 3541
1. Manufacturer ID #:	GJ7DY33
1. Oracle Asset #:	241348
1. Condition of Assets:	Non-Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Gina Wrehsnig
Transferring Dept. Contact Ph#:	512-943-1666
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 6/23/2023 2:18 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/26/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f membership jeff.malcolm@wilco.org - 29-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Used marathon 3 hp motor
1. Manufacturer ID #:	Marathon
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	used 1.5 hp motor
2. Manufacturer ID #:	walong
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Used 5.4 hp motor
3. Manufacturer ID #:	Balder Industrial
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	used 1 hp motor
4. Manufacturer ID #:	Boulder
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	4
5. Description	Rebuilt 1 hp motors
5. Manufacturer ID #	U.S. century/trane
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	512.943.3308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 6/29/2023 11:05 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✕
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/29/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership jeff.malcolm@wilco.org - 30-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	1/2 hp motor
1. Manufacturer ID #:	Emerson Blower
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	3 hp 9 amp HVAC motorq
2. Manufacturer ID #:	Baldor pulley 95243712
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	.75 hp 2.1 amp HVAC motor
3. Manufacturer ID #:	Baldor Relancer 824673521
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	3 hp 6 amp Motor
4. Manufacturer ID #:	Marathon Electric HVAC
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	7.5 hp 19.8 amp motor
5. Manufacturer ID #	Baldor Relancer 374821536
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehnsnig 6/30/2023 3:49 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853

Asset Status Change

Title:	i:0#.f membership tsmith@wilco.org - 06-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E5570-WilCo 4853
1. Manufacturer ID #:	JSF33G2
1. Oracle Asset #:	184665
1. Condition of Assets:	Unknown
Transferring Dept.:	Commissioner 2 - admin
Transferring Dept. Contact Person	Tammy Smith
Transferring Dept. Contact Ph#:	512-260-4280
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Tammy Smith 6/6/2023 11:57 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/11/2023
Asset(s) delivered to warehouse on:	6/6/2023
Delivered to warehouse by:	Roel Ruiz

Asset Status Change

Title:	i:0#.f membership patrick.youngren@wilco.org - 30-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic CF54 Toughbook - Asset #210909
1. Manufacturer ID #:	8CTTA19781
1. Oracle Asset #:	210909
1. Condition of Assets:	Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	5122448658
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ PATRICK YOUNGREN 5/30/2023 3:17 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/11/2023
Asset(s) delivered to warehouse on:	5/31/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership patrick.youngren@wilco.org - 02-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7070 - Asset #248574
1. Manufacturer ID #:	Service Tag: 44RH853
1. Oracle Asset #:	248574
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL Optiplex 7060 - Asset #221091
2. Manufacturer ID #:	Service Tag: 49MRCV2
2. Oracle Asset #:	221091
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Optiplex 7070 - Asset #227185
3. Manufacturer ID #:	Service Tag: 22WY7X2
3. Oracle Asset #:	227185
3. Condition of Assets:	Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	5122448658
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ PATRICK YOUNGREN 6/2/2023 10:07 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/11/2023
Asset(s) delivered to warehouse on:	6/5/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership slloyd@wilco.org - 23-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Microsoft bluetooth mouse
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Koss headphones
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	misc power cords
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	SanDisk card reader
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Non-Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	 Stephanie Lloyd 6/23/2023 10:05 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/23/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership slloyd@wilco.org - 25-05-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	multi use mail box shelving cabinet
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Stephanie Lloyd 5/25/2023 1:16 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/11/2023
Asset(s) delivered to warehouse on:	5/25/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership slloyd@wilco.org - 06-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2 drawer wooden file cabinet w/key
1. Manufacturer ID #:	HON
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	magazine holder
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	3
3. Description:	Burgundy guest chair
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Burgundy Desk chair
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	brown desk
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Stephanie Lloyd 6/6/2023 3:05 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/11/2023

Asset Status Change

Asset(s) delivered to warehouse on:	6/8/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership slloyd@wilco.org - 15-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	rolling desk chair
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Lucent telephone
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Alphone
3. Manufacturer ID #:	JK-1MED
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Stephanie Lloyd 6/15/2023 11:16 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853

Asset Status Change

Title:	i:0#.f membership slloyd@wilco.org - 20-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Couch-red
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	2 hole punch
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	heavy duty stapler
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	10 key calculator
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Logitech wireless keyboard
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Non-Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Stephanie Lloyd 6/20/2023 2:53 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853

Asset Status Change

Title:	i:0#.f membership slloyd@wilco.org - 23-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	9
1. Description:	Logitech wireless keyboards
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	6
2. Description:	Dell wireless keyboards
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	5
3. Description:	Dell docking stations
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	4
4. Description:	Logitech wireless mouse
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Dell wireless mouse
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Non-Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Stephanie Lloyd 6/23/2023 10:00 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853

Asset Status Change

Asset(s) delivered to warehouse on:	6/23/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership jessica.toothman@wilco.org - 14-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Small box misc cable hardware
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Box of charging cables, batteries, inverters
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Box of AV cables, mice, styli, network cables, modems
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Jessica Toothman
Transferring Dept. Contact Ph#:	5129431283
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Jessica Toothman 6/14/2023 4:01 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/15/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f membership jessica.toothman@wilco.org - 14-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5290 2 in 1
1. Manufacturer ID #:	H7YYNV2
1. Oracle Asset #:	221114
1. Condition of Assets:	Unknown
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Jessica Toothman
Transferring Dept. Contact Ph#:	5129431283
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Jessica Toothman 6/14/2023 3:30 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/15/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f membership jessica.toothman@wilco.org - 14-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dell Monitor
1. Manufacturer ID #:	CN-0FJ44J-74445-55L-AL0S, CN-0FJ44J-74445-55L-AJES
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Soundbar
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	3
3. Description:	Keyboards
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	2
4. Description:	Tablet keyboard bases
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Plantronics wireless headset
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Unknown
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Jessica Toothman
Transferring Dept. Contact Ph#:	5129431283
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Jessica Toothman 6/14/2023 3:46 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023

Asset Status Change

Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/15/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f membership jessica.toothman@wilco.org - 14-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Panasonic CF-54 Toughbook
1. Manufacturer ID #:	8LTTC91138, 8LTTC91147, 8LTTC91125, 8LTTC91099,
1. Oracle Asset #:	218040, 218042, 218043, 218039
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Panasonic Toughbook CF-20
2. Manufacturer ID #:	8FKKA82025, 7JKKA54332
2. Oracle Asset #:	211985, 206760
2. Condition of Assets:	Unknown
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Jessica Toothman
Transferring Dept. Contact Ph#:	5129431283
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Jessica Toothman 6/14/2023 3:06 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/15/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f membership stacy.schweitzer@wilco.org - 06-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OPTIPLEX 7060
1. Manufacturer ID #:	J9C8KQ2
1. Oracle Asset #:	213914
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	OPTIPLEX 7010
2. Manufacturer ID #:	GQTTDX1
2. Oracle Asset #:	65826
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	OPTIPLEX 7060
3. Manufacturer ID #:	J8P3KQ2
3. Oracle Asset #:	213920
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	OPTIPLEX 7010
4. Manufacturer ID #:	GQSZDX1
4. Oracle Asset #:	65827
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	OPTIPLEX 7070
5. Manufacturer ID #	7WSDPY2
5. Oracle Asset #	227121
5. Condition of Assets	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 6/6/2023 2:45 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	7/11/2023
Asset(s) delivered to warehouse on:	6/7/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership biviana.beltran@wilco.org - 15-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Drawer filing cabinet
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Exam table
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Medical rolling cart
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	office chairs
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Check in rolling cart
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Michelle Broddrick
Transferring Dept. Contact Ph#:	512-248-3256
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 6/15/2023 9:38 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853

Asset Status Change

Title:	i:0#.f membership stacy.schweitzer@wilco.org - 06-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OPTIPLEX 7050
1. Manufacturer ID #:	FG446K2
1. Oracle Asset #:	193783
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	LATITUDE 5590
2. Manufacturer ID #:	4SY8NV2
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	LATITUDE 3390 2-IN-1
3. Manufacturer ID #:	2FFF3P2
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	LATITUDE 5501
4. Manufacturer ID #:	FMD1X33
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	OPTIPLEX 7070
5. Manufacturer ID #	7WT7PY2
5. Oracle Asset #	227116
5. Condition of Assets	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 6/6/2023 2:47 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✕
Purchasing Final Determination	Auction
Court Date:	7/11/2023
Asset(s) delivered to warehouse on:	6/7/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership biviana.beltran@wilco.org - 15-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Drawer filing cabinet
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	vintricul desk
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Exam table
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	4
4. Description:	office chairs
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	Office desk
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Michelle Broddrick
Transferring Dept. Contact Ph#:	512-248-3256
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 6/15/2023 9:37 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853

Asset Status Change

Title:	i:0#.f membership stacy.schweitzer@wilco.org - 06-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MICROSOFT SURFACE
1. Manufacturer ID #:	018922682553
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	IPAD
2. Manufacturer ID #:	F6MC8495MF3N
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	IPAD
3. Manufacturer ID #:	F6MC837KMF3N
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	IPAD
4. Manufacturer ID #:	F6MC8495MF3N
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	OPTIPLEX 7050
5. Manufacturer ID #	FG116K2
5. Oracle Asset #	193784
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 6/6/2023 2:46 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	7/11/2023
Asset(s) delivered to warehouse on:	6/7/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership stacy.schweitzer@wilco.org - 06-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	ALL-IN-ONE OPTIPLEX 9030
1. Manufacturer ID #:	3580B42
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	4
2. Description:	DELL MONITORS
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 6/6/2023 2:45 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/11/2023
Asset(s) delivered to warehouse on:	6/7/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership kevin.defina@wilco.org - 01-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Exam table Grey top with drawers and stirrups
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Michelle Broddrick
Transferring Dept. Contact Ph#:	5122483246
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 6/5/2023 4:35 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/11/2023
Asset(s) delivered to warehouse on:	6/6/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f\membership\stacy.schweitzer@wilco.org - 06-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OPTIPLEX 7070
1. Manufacturer ID #:	7WTCPY2
1. Oracle Asset #:	227117
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	OPTIPLEX 7040
2. Manufacturer ID #:	GQ9LZC2
2. Oracle Asset #:	166596
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	OPTIPLEX 7050
3. Manufacturer ID #:	FG706K2
3. Oracle Asset #:	193782
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	OPTIPLEX 7020
4. Manufacturer ID #:	GC68X52
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	MICROSOFT SURFACE
5. Manufacturer ID #	018646382553
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 6/6/2023 2:46 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	7/11/2023
Asset(s) delivered to warehouse on:	6/7/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership evelyn.petrere@wilco.org - 13-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5501
1. Manufacturer ID #:	2S7GZY2
1. Oracle Asset #:	233087
1. Condition of Assets:	Non-Working
Transferring Dept.:	Human Resources
Transferring Dept. Contact Person	Evelyn Petrere
Transferring Dept. Contact Ph#:	512-943-1525
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Rebecca Clemons 6/13/2023 9:55 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/13/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership sarina.gonzalez@wilco.org - 07-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 3500 Wilco #15535
1. Manufacturer ID #:	8MX2MW2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 3500 Wilco #17638
2. Manufacturer ID #:	6TX2MW2
2. Oracle Asset #:	240368
2. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Julie Schultz 6/7/2023 10:23 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/11/2023
Asset(s) delivered to warehouse on:	6/7/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f[membership]sarina.gonzalez@wilco.org - 13-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5590 Wilco #13374
1. Manufacturer ID #:	28FBVT2
1. Oracle Asset #:	224145
1. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Julie Schultz 6/16/2023 2:01 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853

Asset Status Change

Title:	i:0#.f[membership]sarina.gonzalez@wilco.org - 28-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 3500 Wilco #15530
1. Manufacturer ID #:	JNX2MW2
1. Oracle Asset #:	240372
1. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Julie Schultz 6/28/2023 2:50 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853

Asset Status Change

Title:	i:0#.f membership misty.lamb@wilco.org - 13-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2019 LATITUDE 3390 2-IN 1 LAPTOP
1. Manufacturer ID #:	BV3FJT2
1. Oracle Asset #:	224319
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	2019 LATITUDE 5300 2-IN-2 LAPTOP
2. Manufacturer ID #:	166WFW2
2. Oracle Asset #:	233271
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	2019 LATITUDE 3390 2-IN-1 LAPTOP
3. Manufacturer ID #:	9V3FJT2
3. Oracle Asset #:	224318
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	oPTIFLEX 7050
4. Manufacturer ID #:	HV0NMN2
4. Oracle Asset #:	207806
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	2019 MONITOR
5. Manufacturer ID #	C/N 097F55
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Non-Working
Transferring Dept.:	Justice of the Peace 1
Transferring Dept. Contact Person	Misty Lamb
Transferring Dept. Contact Ph#:	512-244-8691
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ MISTY LAMB 6/13/2023 7:15 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✕
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/13/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f\membership\julie.schultz@wilco.org - 12-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Latitude 5590 Wilco #13374
1. Manufacturer ID #:	28FBVT2
1. Oracle Asset #:	224145
1. Condition of Assets:	Unknown
Transferring Dept.:	Justice of the Peace 4
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Veronica Bolander 6/12/2023 5:13 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853

Asset Status Change

Title:	i:0#.f[membership]kendra.spears@wilco.org - 26-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	File Cabinet
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Kendra Spears
Transferring Dept. Contact Ph#:	kendra.spears@wilco.
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Denise Carlson 6/29/2023 12:56 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/28/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership bbonner@wilco.org - 27-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Monitor
1. Manufacturer ID #:	Dell - larger screen.
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Various items
2. Manufacturer ID #:	Small box of Cords to monitors and/or other items
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	5
3. Description:	Mifis
3. Manufacturer ID #:	Mifi's - out-dated/replaced
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Non-Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Benita Bonner
Transferring Dept. Contact Ph#:	512-943-1920
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Benita Bonner 6/27/2023 4:41 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/28/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership bbonner@wilco.org - 27-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Monitors
1. Manufacturer ID #:	Dell
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Wireless keyboard/mouse
2. Manufacturer ID #:	Dell set
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	2
3. Description:	Wireless keyboard/mouse
3. Manufacturer ID #:	Logitech sets
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	3
4. Description:	Wireless keyboards
4. Manufacturer ID #:	Logitech
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Wireless keyboard
5. Manufacturer ID #	Dell - small keyboard, no dongle
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Non-Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Benita Bonner
Transferring Dept. Contact Ph#:	512-943-1920
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Benita Bonner 6/27/2023 4:15 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/28/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership sarina.gonzalez@wilco.org - 01-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5289 Wilco #5247
1. Manufacturer ID #:	GNGRMH2
1. Oracle Asset #:	200810
1. Condition of Assets:	Unknown
Transferring Dept.:	Purchasing
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Joy Simonton 6/1/2023 1:20 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/11/2023
Asset(s) delivered to warehouse on:	6/1/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership yolie.borjon@wilco.org - 02-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Computer Monitor
1. Manufacturer ID #:	MX-03N6NN-74262-17K-11C4
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Computer Monitor
2. Manufacturer ID #:	9D69R82
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Computer Monitor
3. Manufacturer ID #:	CN-00548H-71618
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Computer Monitor
4. Manufacturer ID #:	CN-0668VC-74261-73H-6PPU-A00
4. Oracle Asset #:	NOT AN ANOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINESSET PER ASSET GUIDELINES
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Dell Tower
5. Manufacturer ID #	8MGPXH2
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Yolie Borjon
Transferring Dept. Contact Ph#:	512-943-5228
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 6/8/2023 9:07 AM

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✕
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✕
Purchasing Final Determination	Auction
Court Date:	7/11/2023
Asset(s) delivered to warehouse on:	6/8/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership mjohnson@wilco.org - 13-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Monitor 22"
1. Manufacturer ID #:	CN-0668VC-74261-73H-6PVU-A00
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Monitor 24"
2. Manufacturer ID #:	CN-0G8TVH-QDC00-06n-1FWS-A09
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Monitor 24"
3. Manufacturer ID #:	CN-0G8TVH-QDC00-061-7DDL-A09
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Monitor 27"
4. Manufacturer ID #:	CN-0YKNFG-74445-652-108B-A00
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Dell Latitude 5511
5. Manufacturer ID #	902NR73
5. Oracle Asset #	251666
5. Condition of Assets	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 6/13/2023 8:46 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/13/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership yolie.borjon@wilco.org - 02-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Cyber Power Tower
1. Manufacturer ID #:	CPKCS2008032
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	APC Back up Tower
2. Manufacturer ID #:	BX1300G
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Aleratec Tower
3. Manufacturer ID #:	00372-004084
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Computer Tower
4. Manufacturer ID #:	JWHLMR2
4. Oracle Asset #:	217059
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	Computer Tower
5. Manufacturer ID #	JWJ0MR2/DWNP842
5. Oracle Asset #	117271, 217060
5. Condition of Assets	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Yolie Borjon
Transferring Dept. Contact Ph#:	512-943-5228
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 6/8/2023 9:08 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	7/11/2023
Asset(s) delivered to warehouse on:	6/8/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership mjohnson@wilco.org - 13-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Monitor 22"
1. Manufacturer ID #:	CN-0668VC-74261-73H-GRYU-A00
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Monitor 22"
2. Manufacturer ID #:	CN-0668VC-74261-73H-656U-A00
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Monitor 22"
3. Manufacturer ID #:	CN-0668VC-74261-73H-6RFU-A00
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 6/13/2023 8:47 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/13/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership starlahall@wilco.org - 06-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Maraniz Portable Cassette Recorder PMD201
1. Manufacturer ID #:	Serial #9740022; Model Unitel #225
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ James D. Carmona 6/6/2023 8:57 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/11/2023
Asset(s) delivered to warehouse on:	6/8/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership yolie.borjon@wilco.org - 02-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Computer Monitor
1. Manufacturer ID #:	74261-73K-1VAU-A00
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Computer Monitor
2. Manufacturer ID #:	97XY722
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Computer Monitor
3. Manufacturer ID #:	CN-OG302H-74261
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Computer Monitor
4. Manufacturer ID #:	28667290755
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	HP Monitor
5. Manufacturer ID #	CN413713FG
5. Condition of Assets	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Yolie Borjon
Transferring Dept. Contact Ph#:	512-943-5228
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 6/8/2023 9:07 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	7/11/2023
Asset(s) delivered to warehouse on:	6/8/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership mjohnson@wilco.org - 13-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Monitor 22"
1. Manufacturer ID #:	CN-0668VC-74261-73K-1A6U-A00
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Monitor 22"
2. Manufacturer ID #:	CN-0668VC-74261-73H-59PU-A00
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Monitor 22"
3. Manufacturer ID #:	CN-0668VC-74261-73K-1A4U-A00
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Monitor 22"
4. Manufacturer ID #:	CN-0688VC-74261-73K-17HU-A00
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Monitor 22"
5. Manufacturer ID #	CN-0668VC-74261-73K-19WU-A00
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 6/13/2023 8:46 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✕
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/13/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership thill@wilco.org - 28-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	25
1. Description:	Computer Accessories/Office Supplies
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Quantity (Mandatory)::	1
2. Description:	Table
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Quantity (Mandatory):	1
3. Description:	Oxygen Tank
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Quantity (Mandatory):	1
4. Description:	HP 4250N Printer
4. Manufacturer ID #:	CNBXF02553
4. Oracle Asset #:	40779
5. Quantity (Mandatory):	1
5. Description	AED Trainer
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Tony Hill
Transferring Dept. Contact Ph#:	512-943-3314
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	 James D. Carmona 6/28/2023 4:07 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853

Asset Status Change

Title:	i:0#.f membership mary.greenway@wilco.org - 20-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7070
1. Manufacturer ID #:	2SFPH03
1. Oracle Asset #:	233323
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL OPTIPLEX 7070
2. Manufacturer ID #:	FH74773
2. Oracle Asset #:	253673
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL OPTIPLEX 7070
3. Manufacturer ID #:	2SDQH03
3. Oracle Asset #:	233324
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	DELL OPTIPLEX 7060
4. Manufacturer ID #:	4HS6JV2
4. Oracle Asset #:	221120
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DELL OPTIPLEX 7070
5. Manufacturer ID #	BY70PY2
5. Oracle Asset #	227139
5. Condition of Assets	Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Mary Greenway
Transferring Dept. Contact Ph#:	512-943-1954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Maritza Aragon 6/22/2023 10:35 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✕
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/22/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership mary.greenway@wilco.org - 20-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7070
1. Manufacturer ID #:	BY72PY2
1. Oracle Asset #:	227134
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL OPTIPLEX 7070
2. Manufacturer ID #:	2SDPH03
2. Oracle Asset #:	233325
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL OPTIPLEX 7070
3. Manufacturer ID #:	2SDPH03
3. Oracle Asset #:	DUPLICATE, SAME AS ABOVE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	DELL OPTIPLEX 7070
4. Manufacturer ID #:	FH50G73
4. Oracle Asset #:	253683
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DELL OPTIPLEX 7070
5. Manufacturer ID #	4CN6JV2
5. Oracle Asset #	221117
5. Condition of Assets	Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Mary Greenway
Transferring Dept. Contact Ph#:	512-943-1954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Maritza Aragon 6/22/2023 10:35 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✕
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/22/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership mary.greenway@wilco.org - 20-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7060
1. Manufacturer ID #:	4CX3JV2
1. Oracle Asset #:	221117
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL OPTIPLEX 7060
2. Manufacturer ID #:	4HD2JV2
2. Oracle Asset #:	221118
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL OPTIPLEX 7060
3. Manufacturer ID #:	4CP6JV2
3. Oracle Asset #:	221122
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	DELL OPTIPLEX 7060
4. Manufacturer ID #:	4H98JV2
4. Oracle Asset #:	221116
4. Condition of Assets:	Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Mary Greenway
Transferring Dept. Contact Ph#:	512-943-1954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Maritza Aragon 6/22/2023 10:34 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853

Asset Status Change

Title:	i:0#.f membership mary.greenway@wilco.org - 20-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7070
1. Manufacturer ID #:	BY64PY2
1. Oracle Asset #:	227140
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL OPTIPLEX 7070
2. Manufacturer ID #:	5H6FQ53
2. Oracle Asset #:	248611
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL OPTIPLEX 7070
3. Manufacturer ID #:	FH63773
3. Oracle Asset #:	253677
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	DELL OPTIPLEX 7070
4. Manufacturer ID #:	5H5Q853
4. Oracle Asset #:	248612
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DELL OPTIPLEX 7070
5. Manufacturer ID #	5H6DQ53
5. Oracle Asset #	248608
5. Condition of Assets	Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Mary Greenway
Transferring Dept. Contact Ph#:	5129431954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Maritza Aragon 6/22/2023 10:35 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✕
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/22/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership mary.greenway@wilco.org - 23-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	8
1. Description:	Lobby Chairs
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Mary Greenway
Transferring Dept. Contact Ph#:	512-943-1954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Maritza Aragon 6/23/2023 3:41 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/26/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f\membership misty.cordero-pierce@wilco.org - 14-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	8
1. Description:	round table chairs
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	standard cushioned chairs
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	Veteran Services
Transferring Dept. Contact Person	Juan Amaya
Transferring Dept. Contact Ph#:	512-943-1900
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Juan Amaya 6/14/2023 8:19 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/15/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership misty.cordero-pierce@wilco.org - 14-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Office desk/hutch
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Veteran Services
Transferring Dept. Contact Person	Juan Amaya
Transferring Dept. Contact Ph#:	512-943-1900
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Juan Amaya 6/14/2023 11:21 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853
Asset(s) delivered to warehouse on:	6/15/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Title:	i:0#.f membership misty.cordero-pierce@wilco.org - 27-06-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Rolling computer chairs
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	30
2. Description:	Binders
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Computer monitors
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Small personal Scanner
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	2
5. Description	small round table and TV stand
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Veteran Services
Transferring Dept. Contact Person	Misty Cordero-Pierce
Transferring Dept. Contact Ph#:	5129431900
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Juan Amaya 6/27/2023 10:26 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/10/2023
Agenda Item:	31853

Commissioners Court - Special Session**10.****Meeting Date:** 07/10/2023

Assets for Destruction Monthly Report 7.10.23

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

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 6/01/2023 through 6/30/2023. The Asset Status Change Form from 911 Communications for Destruction of the 4 Motorola APX7500 Dual Band Dash Mount radios is on this list. There are parts from these radios that can be used and are being taken before destruction of these radios.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Assets for Destruction Monthly Report 6.30.23

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Mary Watson
Final Approval Date: 07/05/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

07/05/2023 02:14 PM
07/05/2023 03:10 PM
Started On: 06/08/2023 03:34 PM

"June 2023

Monthly Report

Court Date:

7/10/2023

Williamson County - Assets for Destruction

Agenda #:

31854

Item	Serial Number	Quantity	Department
Motorola CDM 1250 Dash Mount	See List	3	911 Communications
(P144) XTL 2500 VHF Digital Radio	See List	4	911 Communications
Motorola APX7500 Dual Band dash mount	See List	4	911 Communications - using parts
Full size mattresses		4	Auction
HP Deskjet 1112 Printer	CN87U286D3	1	Purchasing
Dell Flat Panel Monitor	5J8CTK2	1	Tax Assessor Collector

Asset Status Change

Title:	i:0#.f membership jeff.spencer@wilco.org - 12-06-2023
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	MOTOROLA APX7500 DUAL BAND - DASH MOUNT
1. Manufacturer ID #:	S/N 656CRV1600 656CRV1609 656CRV1608 656CRV1616
1. Oracle Asset #:	168894, 168934, 168902, 168935
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kate Wolf 6/12/2023 8:37 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	7/10/2023
Agenda Item:	31854

Asset Status Change

Title:	i:0#.f membership jhenderson@wilco.org - 20-06-2023
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Full size mattresses
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
Transferring Dept.:	Auction
Transferring Dept. Contact Person	Joshua Henderson
Transferring Dept. Contact Ph#:	5129431464
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Tammy McCulley 6/20/2023 11:36 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	7/10/2023
Agenda Item:	31854

Asset Status Change

Title:	i:0#.f membership jeff.spencer@wilco.org - 12-06-2023
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Motorola CDM 1250 Dash Mount
1. Manufacturer ID #:	Not in Oracle S/N 103TFUK287 103TBW3852 103TLS2009
1. Oracle Asset #:	55503
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	4
2. Description:	(P144) XTL2500VHF DIGITAL RADIO
2. Manufacturer ID #:	S/N 518CGH0379 518CGH0381 518CGH0377 518CGH0852
2. Oracle Asset #:	47714, 47716, 47712, 47727
2. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	 Kate Wolf 6/12/2023 8:38 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	
Receiving Dept.	Emergency Management
Receiving Department Contact Person:	Shantelle Brannon
Receiving Dept. Contact Ph#:	512-864-8205
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Destruction
Court Date:	7/10/2023
Agenda Item:	31854

Asset Status Change

Title:	i:0#.f membership misty.brooks@wilco.org - 10-04-2023
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP DeskJet 1112 Printer
1. Manufacturer ID #:	CN87U286D3
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
Transferring Dept.:	Purchasing
Transferring Dept. Contact Person	Misty Brooks
Transferring Dept. Contact Ph#:	5129431492
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kerstin N. Hancock 6/14/2023 11:13 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	7/10/2023
Agenda Item:	31854

Asset Status Change

Title:	i:0#.f membership mary.greenway@wilco.org - 21-06-2023
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Flat Panel Monitor
1. Manufacturer ID #:	5J8CTK2
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Mary Greenway
Transferring Dept. Contact Ph#:	5129431954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Maritza Aragon 6/22/2023 10:33 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	7/10/2023
Agenda Item:	31854

Commissioners Court - Special Session**11.****Meeting Date:** 07/10/2023

Assets for Transfer Monthly Report 7.10.23

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

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 6/01/2023 through 6/30/2023.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Assets for Transfer Monthly Report 6.30.23

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 07/05/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

07/05/2023 02:15 PM

07/05/2023 03:10 PM

Started On: 06/08/2023 03:35 PM

*June 2023

Monthly Report

Court Date:

7/10/2023

Williamson County - Assets for Transfer

Agenda #:

31856

Item	Serial Number	Quantity	From Department	To Department
Mountable Icom A110 Aviation radio	526269	1	911 Communications	Emergency Management
Dell Optiplex 7060	CL4NFX2, CL4PFX2	2	911 Communications	Emergency Services Dept.
Desk		2	Auction	County Clerk

Asset Status Change

Title:	i:0#.f membership jeff.spencer@wilco.org - 12-06-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MOUNTABLE ICOM A110 AVIATION RADIO
1. Manufacturer ID #:	S/N 0526269
1. Oracle Asset #:	54906
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kate Wolf 6/12/2023 8:37 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Emergency Management
Receiving Department Contact Person:	Shantelle Brannon
Receiving Dept. Contact Ph#:	512-864-8205
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Shantelle Brannon
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Shantelle Brannon 6/12/2023 9:33 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	7/10/2023
Agenda Item:	31856

Asset Status Change

Title:	i:0#.f\membership\jeff.spencer@wilco.org - 21-06-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dell Optiplex 7060
1. Manufacturer ID #:	ST: CL4NFX2, CL4PFX2)
1. Oracle Asset #:	224288, 224290
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kate Wolf 6/21/2023 2:14 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Emergency Services Dept.
Receiving Department Contact Person:	Chris Connealy
Receiving Dept. Contact Ph#:	3-8210
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Chris Connealy 6/21/2023 2:42 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	7/10/2023
Agenda Item:	31853

Asset Status Change

Title:	i:0#.f\membership\julie.schultz@wilco.org - 01-06-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Desk
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Auction
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Julie Schultz 6/1/2023 2:57 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	County Clerk
Receiving Department Contact Person:	Bradley Weems
Receiving Dept. Contact Ph#:	512-943-1151
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Bradley Weems
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Nancy E. Rister 6/1/2023 3:37 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	7/11/2023

Commissioners Court - Special Session**12.****Meeting Date:** 07/10/2023

Approve the filing of FY24-25 CSCD Biennial Budgets

Submitted By: Melissa Ramos, Adult Probation**Department:** Adult Probation**Agenda Category:** Consent

Agenda Item

Discuss, consider, and take appropriate action on approving the filing of the FY2024-2025 Community Supervision and Corrections Department (Adult Probation) Biennial Budgets.

Background

In accordance with LGC 140.004, the CSCD shall file a copy of the proposed budget with the Commissioners' Court. The Williamson County CSCD budgets will be presented to the Williamson County Judiciary for final approval on July 25, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CSCD Budgets

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melissa Ramos

Final Approval Date: 07/06/2023

Reviewed By

Becky Pruitt

Date

07/06/2023 11:46 AM

Started On: 07/06/2023 11:16 AM



**WILLIAMSON COUNTY
COMMUNITY SUPERVISION and
CORRECTIONS DEPARTMENT
(ADULT PROBATION)**

301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

**JAMESON PENNINGTON
CSCD DIRECTOR**

To: Williamson County Commissioners Court
From: Jameson Pennington, Williamson County CSCD Director
Re: FY24-25 Biennial TDCJ-CJAD Initial Budgets
Date: July 6, 2023

Attached are the Community Supervision and Corrections Department TDCJ-CJAD Initial budgets for the FY 24-25 biennium. In accordance with LGC 140.004 these Williamson County CSCD budgets will be presented to the Williamson County Board of Judges on July 25, 2023 in the 277th District Courtroom in the Williamson County Justice Center. Feel free to contact me if you have any questions regarding these CSCD budgets.

Respectfully,

A handwritten signature in black ink, appearing to read "JP", is written over a horizontal line.

Jameson Pennington
Director
Williamson County CSCD
512-943-3564
Jameson.pennington@wilco.org

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2024/2025 BIENNIUM
DATE RECEIVED: 7/6/2023

APPROVED BY: _____ DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director or
Yoko Watabe, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	900 - Basic Supervision	BS		Editable	7/6/2023

FISCAL YEARS:	2024	2025
REVENUE:		
TDCJ Funding	\$ 1,121,196	\$ 1,121,196
SAFPF Payments (Basic Supervision Only)	\$ 5,700	\$ 5,700
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 960,000	\$ 960,000
Payments By Program Participants	\$ 90,750	\$ 90,750
Interest Income (Basic Supervision Only)	\$ 12,000	\$ 12,000
Carry Over from Previous Fiscal Year	\$ 650,000	\$ 650,000
Other Revenue	\$ 83,476	\$ 83,476
Basic Supervision Interfund Transfer [+or-]	\$ -65,870	\$ -65,870
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 2,857,252	\$ 2,857,252
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 2,531,987	\$ 2,531,987
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 16,572	\$ 16,572
Contract Services for Offenders	\$ 13,565	\$ 13,565
Professional Fees	\$ 168,271	\$ 168,271
Supplies & Operating Expenses	\$ 89,917	\$ 89,917
Facilities	\$ 0	\$ 0
Utilities	\$ 18,000	\$ 18,000
Equipment	\$ 18,940	\$ 18,940
TOTAL EXPENDITURES:	\$ 2,857,252	\$ 2,857,252

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2024/2025 BIENNIUM
DATE RECEIVED: 7/6/2023

APPROVED BY: _____ DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director **or**
Yoko Watabe, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	2 - Central Texas Treatment Center	DP		Editable	7/6/2023

FISCAL YEARS:	2024	2025
REVENUE:		
TDCJ Funding	\$ 2,420,000	\$ 2,420,000
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 9,200	\$ 9,200
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 7,500	\$ 7,500
Basic Supervision Interfund Transfer [+or-]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 2,436,700	\$ 2,436,700
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 1,701,328	\$ 1,701,328
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 17,500	\$ 17,500
Contract Services for Offenders	\$ 4,170	\$ 4,170
Professional Fees	\$ 27,260	\$ 27,260
Supplies & Operating Expenses	\$ 445,342	\$ 445,342
Facilities	\$ 132,500	\$ 132,500
Utilities	\$ 75,600	\$ 75,600
Equipment	\$ 33,000	\$ 33,000
TOTAL EXPENDITURES:	\$ 2,436,700	\$ 2,436,700

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2024/2025 BIENNIUM
DATE RECEIVED: 7/6/2023

APPROVED BY: _____ DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director **or**
Yoko Watabe, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	8 - Sex Offender Supervision Unit	CCP		Editable	7/6/2023

FISCAL YEARS:	2024	2025
REVENUE:		
TDCJ Funding	\$ 141,313	\$ 141,313
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+or-]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 141,313	\$ 141,313
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 113,206	\$ 113,206
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 2,550	\$ 2,550
Contract Services for Offenders	\$ 19,740	\$ 19,740
Professional Fees	\$ 2,072	\$ 2,072
Supplies & Operating Expenses	\$ 1,245	\$ 1,245
Facilities	\$ 0	\$ 0
Utilities	\$ 1,500	\$ 1,500
Equipment	\$ 1,000	\$ 1,000
TOTAL EXPENDITURES:	\$ 141,313	\$ 141,313

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2024/2025 BIENNIUM
DATE RECEIVED: 7/6/2023

APPROVED BY: _____

DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director **or**
Yoko Watabe, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	9 - Substance Abuse Caseload Program	CCP		Editable	7/6/2023

FISCAL YEARS:	2024	2025
REVENUE:		
TDCJ Funding	\$ 67,237	\$ 67,237
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 67,237	\$ 67,237
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 62,268	\$ 62,268
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 1,800	\$ 1,800
Contract Services for Offenders	\$ 300	\$ 300
Professional Fees	\$ 774	\$ 774
Supplies & Operating Expenses	\$ 875	\$ 875
Facilities	\$ 0	\$ 0
Utilities	\$ 720	\$ 720
Equipment	\$ 500	\$ 500
TOTAL EXPENDITURES:	\$ 67,237	\$ 67,237

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2024/2025 BIENNIUM
DATE RECEIVED: 7/6/2023

APPROVED BY: _____ DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director or
Yoko Watabe, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	12 - Ignition Interlock Caseload	CCP		Editable	7/6/2023

FISCAL YEARS:	2024	2025
REVENUE:		
TDCJ Funding	\$ 339,794	\$ 339,794
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+or-]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ -103,329	\$ -103,329
TOTAL REVENUE:	\$ 236,465	\$ 236,465
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 219,389	\$ 219,389
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 2,150	\$ 2,150
Contract Services for Offenders	\$ 4,180	\$ 4,180
Professional Fees	\$ 1,096	\$ 1,096
Supplies & Operating Expenses	\$ 3,650	\$ 3,650
Facilities	\$ 0	\$ 0
Utilities	\$ 3,000	\$ 3,000
Equipment	\$ 3,000	\$ 3,000
TOTAL EXPENDITURES:	\$ 236,465	\$ 236,465

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2024/2025 BIENNIUM
DATE RECEIVED: 7/6/2023

APPROVED BY: _____

DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director or
Yoko Watabe, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	14 - Mental Health Caseload	DP		Editable	7/6/2023

FISCAL YEARS:	2024	2025
REVENUE:		
TDCJ Funding	\$ 67,606	\$ 67,606
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+or-]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 67,606	\$ 67,606
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 65,153	\$ 65,153
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 537	\$ 537
Contract Services for Offenders	\$ 60	\$ 60
Professional Fees	\$ 324	\$ 324
Supplies & Operating Expenses	\$ 522	\$ 522
Facilities	\$ 0	\$ 0
Utilities	\$ 660	\$ 660
Equipment	\$ 350	\$ 350
TOTAL EXPENDITURES:	\$ 67,606	\$ 67,606

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2024/2025 BIENNIUM
DATE RECEIVED: 7/6/2023

APPROVED BY: _____

DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director **or**
Yoko Watabe, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	18 - Williamson County TAIIP	TAIP		Editable	7/6/2023

FISCAL YEARS:	2024	2025
REVENUE:		
TDCJ Funding	\$ 100,000	\$ 100,000
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 115,037	\$ 115,037
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 215,037	\$ 215,037
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 208,745	\$ 208,745
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 1,300	\$ 1,300
Contract Services for Offenders	\$ 0	\$ 0
Professional Fees	\$ 1,672	\$ 1,672
Supplies & Operating Expenses	\$ 1,600	\$ 1,600
Facilities	\$ 0	\$ 0
Utilities	\$ 720	\$ 720
Equipment	\$ 1,000	\$ 1,000
TOTAL EXPENDITURES:	\$ 215,037	\$ 215,037

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2024/2025 BIENNIUM
DATE RECEIVED: 7/6/2023

APPROVED BY: _____

DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director **or**
Yoko Watabe, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	28 - Substance Abuse Reentry Caseload	DP		Editable	7/6/2023

FISCAL YEARS:	2024	2025
REVENUE:		
TDCJ Funding	\$ 70,000	\$ 70,000
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+or-]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 70,000	\$ 70,000
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 47,234	\$ 47,234
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 3,275	\$ 3,275
Contract Services for Offenders	\$ 2,880	\$ 2,880
Professional Fees	\$ 5,406	\$ 5,406
Supplies & Operating Expenses	\$ 9,735	\$ 9,735
Facilities	\$ 0	\$ 0
Utilities	\$ 720	\$ 720
Equipment	\$ 750	\$ 750
TOTAL EXPENDITURES:	\$ 70,000	\$ 70,000

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2024/2025 BIENNIUM
DATE RECEIVED: 7/6/2023

APPROVED BY: _____

DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director **or**
Yoko Watabe, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	29 - Assessment Unit	CCP		Editable	7/6/2023

FISCAL YEARS:	2024	2025
REVENUE:		
TDCJ Funding	\$ 78,344	\$ 78,344
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 5,000	\$ 5,000
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 83,344	\$ 83,344
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 78,946	\$ 78,946
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 1,350	\$ 1,350
Contract Services for Offenders	\$ 0	\$ 0
Professional Fees	\$ 1,448	\$ 1,448
Supplies & Operating Expenses	\$ 600	\$ 600
Facilities	\$ 0	\$ 0
Utilities	\$ 0	\$ 0
Equipment	\$ 1,000	\$ 1,000
TOTAL EXPENDITURES:	\$ 83,344	\$ 83,344

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2024/2025 BIENNIUM
DATE RECEIVED: 7/6/2023

APPROVED BY: _____

DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director **or**
Yoko Watabe, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	30 - DWI/Drug Court (PTR Funding)	DP		Editable	7/6/2023

FISCAL YEARS:	2024	2025
REVENUE:		
TDCJ Funding	\$ 36,787	\$ 36,787
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 7,500	\$ 7,500
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 23,200	\$ 23,200
CCP Interfund Transfer [+ or -]	\$ 83,271	\$ 83,271
TOTAL REVENUE:	\$ 150,758	\$ 150,758
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 142,260	\$ 142,260
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 2,550	\$ 2,550
Contract Services for Offenders	\$ 390	\$ 390
Professional Fees	\$ 2,548	\$ 2,548
Supplies & Operating Expenses	\$ 1,790	\$ 1,790
Facilities	\$ 0	\$ 0
Utilities	\$ 720	\$ 720
Equipment	\$ 500	\$ 500
TOTAL EXPENDITURES:	\$ 150,758	\$ 150,758

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2024/2025 BIENNIUM
DATE RECEIVED: 7/6/2023

APPROVED BY: _____

DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director **or**
Yoko Watabe, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	31 - Veterans Treatment Court (PTR Funding)	DP		Editable	7/6/2023

FISCAL YEARS:	2024	2025
REVENUE:		
TDCJ Funding	\$ 41,000	\$ 41,000
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 42,670	\$ 42,670
CCP Interfund Transfer [+ or -]	\$ 20,058	\$ 20,058
TOTAL REVENUE:	\$ 103,728	\$ 103,728
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 94,310	\$ 94,310
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 2,850	\$ 2,850
Contract Services for Offenders	\$ 480	\$ 480
Professional Fees	\$ 1,548	\$ 1,548
Supplies & Operating Expenses	\$ 2,100	\$ 2,100
Facilities	\$ 0	\$ 0
Utilities	\$ 1,440	\$ 1,440
Equipment	\$ 1,000	\$ 1,000
TOTAL EXPENDITURES:	\$ 103,728	\$ 103,728

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2024/2025 BIENNIUM
DATE RECEIVED: 7/6/2023

APPROVED BY: _____

DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director **or**
Yoko Watabe, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	33 - MH Specialized Caseload (PTR Funding)	DP		Editable	7/6/2023

FISCAL YEARS:	2024	2025
REVENUE:		
TDCJ Funding	\$ 36,787	\$ 36,787
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 36,787	\$ 36,787
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 28,895	\$ 28,895
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 3,400	\$ 3,400
Contract Services for Offenders	\$ 120	\$ 120
Professional Fees	\$ 1,782	\$ 1,782
Supplies & Operating Expenses	\$ 1,120	\$ 1,120
Facilities	\$ 0	\$ 0
Utilities	\$ 720	\$ 720
Equipment	\$ 750	\$ 750
TOTAL EXPENDITURES:	\$ 36,787	\$ 36,787

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2024/2025 BIENNIUM
DATE RECEIVED: 7/6/2023

APPROVED BY: _____ DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director **or**
Yoko Watabe, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	901 - PREA Audit Services	BS		Editable	7/6/2023

FISCAL YEARS:	2024	2025
REVENUE:		
TDCJ Funding	\$ 100,000	\$ 0
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+or-]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 100,000	\$
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 0	\$ 0
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 0	\$ 0
Contract Services for Offenders	\$ 0	\$ 0
Professional Fees	\$ 100,000	\$ 0
Supplies & Operating Expenses	\$ 0	\$ 0
Facilities	\$ 0	\$ 0
Utilities	\$ 0	\$ 0
Equipment	\$ 0	\$ 0
TOTAL EXPENDITURES:	\$ 100,000	\$

Commissioners Court - Special Session**13.****Meeting Date:** 07/10/2023

County Attorney May 2023 Monthly Report

Submitted For: D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Consent

Agenda Item

Discuss, consider, and take appropriate action to approve the County Attorney May 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsMay report

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 06/28/2023

Reviewed By

Becky Pruitt

Date

06/28/2023 03:18 PM

Started On: 06/26/2023 11:24 AM

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of May, 2023.

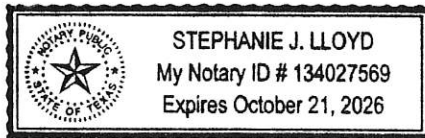
Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 26th day of June, 2023, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas



CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	03-May-2023	32783	2022-0193 2022-1666 2022-2389 2022-3340 2022-3818	\$ 280.00
			09-May-2023	32815	2021-3159 2022-2690	\$ 240.00
			12-May-2023	32829	2021-0919 2022-2659 2022-3981	\$ 490.00
			16-May-2023	32835	2020-3490 2021-3606 2022-1116 2023-0073	\$ 428.56
			18-May-2023	32846	2022-1485 2022-2744	\$ 562.65
			30-May-2023	32884	2021-2407; 2022-3631	\$ 300.00
		CO ATTY 1	04-May-2023	32791	2021-1974	\$ 60.00
		CO ATTY 2	04-May-2023	32791	2022-0530 2022-2389 2022-3477	\$ 760.00
			25-May-2023	32873	2021-2158 2022-1321 2022-2427 2022-3710 2023-0817	\$ 849.47
207015 Total						\$ 3,970.68
341300	0406	CO ATTY HC FEES	04-May-2023	32791	HOT CHECK FEES-APRIL 2023	\$ 465.00
341300 Total						\$ 465.00
351000	0364	CO ATTY INTERVENTION	01-May-2023	32775	2020-2170	\$ 500.00
			04-May-2023	32791	2021-2818 2022-2356 2022-2389 2022-2529 2022-3340	\$ 2,055.56
			08-May-2023	32809	2020-3765 2022-0431 2022-0530 2022-0862 2022-1599 2022-2972	\$ 2,720.00
			09-May-2023	32815	2020-3408 2022-2389	\$ 944.44
			10-May-2023	32820	2020-3313 2021-2638 2022-0732 2022-2825 2022-4120	\$ 2,220.00
			15-May-2023	32832	2020-3490 2021-0780 2021-0919 2021-3606 2022-2552 2023-0073	\$ 2,720.00
			16-May-2023	32835	2022-2537	\$ 500.00
			17-May-2023	32842	2021-3874 2022-0579 2022-1485 2022-1887 2022-3752	\$ 2,220.00
			19-May-2023	32851	2021-1607 2021-3159 2022-0662 2022-0842 2022-2744	\$ 2,360.00
			22-May-2023	32857	2022-2811	\$ 500.00
			30-May-2023	32884	2021-0006 2021-3812 2022-1321 2022-3710	\$ 1,860.00
			31-May-2023	32889	2020-3764, 2021-2407, 2022-1165, 2022-1684, 2022-2906, 2022-4231	\$ 2,580.00
		CO ATTY INTERVENTION 1	25-May-2023	32873	2021-2158 2022-2427 2022-3137 2022-3971	\$ 1,860.00
351000 Total						\$ 23,040.00
Grand Total						\$ 27,475.68

Restitution May 2023

Date	Payor	Amount	Case #	Deposit Date
4/27/2023	Eric Martin Rendon, Jr	\$ 60.00	2022-0193	5/2/2023
4/27/2023	Josette Suzanne Doyle	\$ 60.00	2022-1666	5/2/2023
5/1/2023	Laura Angela Carmony	\$ 40.00	2022-2389	5/2/2023
5/1/2023	Venkataramana Mydasu	\$ 60.00	2022-3340	5/2/2023
4/27/2023	William Plata	\$ 60.00	2022-3818	5/2/2023
		\$ 280.00		
Date	Payor	Amount	Case #	Deposit Date
3/8/2023	Brendan Timothy Flores	\$ 60.00	2021-1974	5/3/2023
		\$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
5/3/2023	Erik S Hall	\$ 60.00	2022-0530	5/4/2023
5/2/2023	Laura Angela Carmony	\$ 200.00	2022-2389	5/4/2023
5/3/2023	Krystal Anne Stephens	\$ 500.00	2022-3477	5/4/2023
		\$ 760.00		
Date	Payor	Amount	Case #	Deposit Date
5/4/2023	Sloan Patrick Wagner	\$ 60.00	2021-3159	5/9/2023
5/4/2023	Christopher Lee Snyder	\$ 180.00	2022-2690	5/9/2023
		\$ 240.00		
Date	Payor	Amount	Case #	Deposit Date
5/10/2023	Alvaro Cruz	\$ 60.00	2021-0919	5/11/2023
5/9/2023	Noah Anthony Barrios	\$ 180.00	2022-2659	5/11/2023
5/10/2023	Davina Luana Davis	\$ 250.00	2022-3981	5/11/2023
		\$ 490.00		
Date	Payor	Amount	Case #	Deposit Date
5/12/2023	Ascension Ramirez	\$ 60.00	2020-3490	5/16/2023
5/11/2023	Yolanda DeGollado	\$ 60.00	2021-3606	5/16/2023
5/12/2023	Christopher Rene Sanchez	\$ 248.56	2022-1116	5/16/2023
5/11/2023	Jason Michael Barnett	\$ 60.00	2023-0073	5/16/2023
		\$ 428.56		
Date	Payor	Amount	Case #	Deposit Date
5/16/2023	Jenna Nicole Brady	\$ 502.65	2022-1485	5/18/2023
5/17/2023	Lindsay Marsh Thomason	\$ 60.00	2022-2744	5/18/2023
		\$ 562.65		
Date	Payor	Amount	Case #	Deposit Date
5/23/2023	Matthew Scott Smutzer	\$ 60.00	2021-2158	5/25/2023
5/24/2023	Lason David Pagel	\$ 60.00	2022-1321	5/25/2023
5/23/2023	Alexandria Lee Livoti	\$ 169.47	2022-2427	5/25/2023
5/24/2023	Dale Edward Hawley, II	\$ 60.00	2022-3710	5/25/2023
5/24/2023	Dennis Andrew Oliver	\$ 500.00	2023-0817	5/25/2023
		\$ 849.47		
Date	Payor	Amount	Case #	Deposit Date
5/26/2023	Francisco Garcia-Pastrana	\$ 240.00	2021-2407	5/30/2023
5/29/2023	Hailey Brooke Marek	\$ 60.00	2022-3631	5/30/2023
		\$ 300.00		

Disbursement Summary

Hot Check Fees

TXWILLIAMSONP
ROD

Collection Date Range: 04/01/2023 - 04/30/2023

Ignore Tender Holds: No

Final Copy

County Attorney

County Attorney Bank

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	465.00	0.00	0.00	0.00	465.00

Disbursement Summary Totals		(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
		465.00	0.00	0.00	0.00	465.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
22-00027	Castillo, Sheila (PID #: 1810066)	CHKFEE	30.00	0.00	0.00	0.00	30.00
22-00028	Castillo, Sheila (PID #: 1810069)	CHKFEE	30.00	0.00	0.00	0.00	30.00
22-00070	Lopez, Noe (PID #: 465144)	CHKFEE	75.00	0.00	0.00	0.00	75.00
22-00071	Lopez, Noe (PID #: 465144)	CHKFEE	75.00	0.00	0.00	0.00	75.00
22-00089	Thornton, Thane (PID #: 1500591)	CHKFEE	30.00	0.00	0.00	0.00	30.00
22-00090	Thornton, Thane (PID #: 1500591)	CHKFEE	15.00	0.00	0.00	0.00	15.00
22-00091	Thornton, Thane (PID #: 1500591)	CHKFEE	15.00	0.00	0.00	0.00	15.00
22-00092	Thornton, Thane (PID #: 1500591)	CHKFEE	15.00	0.00	0.00	0.00	15.00
22-00093	Thornton, Thane (PID #: 1500591)	CHKFEE	30.00	0.00	0.00	0.00	30.00
22-00105	Williams, Chris (PID #: 1867475)	CHKFEE	75.00	0.00	0.00	0.00	75.00
23-00007	Solis, Johnny (PID #: 337717)	CHKFEE	75.00	0.00	0.00	0.00	75.00
Totals:			465.00	0.00	0.00	0.00	465.00

May PTI Fees

date	payor	amount	control #	deposit date
4/28/2023	Brent Joseph smith	\$ 500.00	2020-2170	5/1/2023
		\$ 500.00		
date	payor	amount	control #	deposit date
5/1/2023	Bradley Allamon	\$ 500.00	2021-2818	5/3/2023
5/2/2023	Rachel Grace Sandefur	\$ 500.00	2022-2356	5/3/2023
5/1/2023	Laura Angela Carmony	\$ 55.56	2022-2389	5/3/2023
5/2/2023	Netaji Kakani	\$ 500.00	2022-2529	5/3/2023
5/1/2023	Venkataramana Mydasu	\$ 500.00	2022-3340	5/3/2023
		\$ 2,055.56		
date	payor	amount	control #	deposit date
5/4/2023	Alan Coppenbarger	\$ 500.00	2020-3765	5/5/2023
5/4/2023	Joseph Paul Reedholm	\$ 360.00	2022-0431	5/5/2023
5/3/2023	Erik S Hall	\$ 500.00	2022-0530	5/5/2023
5/3/2023	Laura Elizabeth Bianco	\$ 500.00	2022-0862	5/5/2023
5/4/2023	Logan Williams	\$ 360.00	2022-1599	5/5/2023
5/3/2023	Oscar Gutierrez-Rico	\$ 500.00	2022-2972	5/5/2023
		\$ 2,720.00		
date	payor	amount	control #	deposit date
5/5/2023	Desire Nizigiyimana	\$ 500.00	2020-3408	5/8/2023
5/5/2023	Laura Angela Carmony	\$ 444.44	2022-2389	5/8/2023
		\$ 944.44		
date	payor	amount	control #	deposit date
5/8/2023	Leslie Anne Bristow	\$ 500.00	2020-3313	5/10/2023
5/9/2023	Melissa Anne Dugan	\$ 360.00	2021-2638	5/10/2023
5/9/2023	Cody Randall Hager	\$ 360.00	2022-0732	5/10/2023
5/8/2023	Pablo Isaac Vasquez	\$ 500.00	2022-2825	5/10/2023
5/8/2023	Morgan Brook Sviesa	\$ 500.00	2022-4120	5/10/2023
		\$ 2,220.00		
date	payor	amount	control #	deposit date
5/10/2023	Ascension Ramirez	\$ 360.00	2020-3490	5/12/2023
5/10/2023	Sai Abdelkader	\$ 500.00	2021-0780	5/12/2023
5/10/2023	Alvaro Cruz	\$ 500.00	2021-0919	5/12/2023
5/10/2023	Yolanda DeGollado	\$ 500.00	2021-3606	5/12/2023
5/11/2023	Victor Ramirez-Aguilar	\$ 500.00	2022-2552	5/12/2023
5/11/2023	Jason Michael Barnett	\$ 360.00	2023-0073	5/12/2023
		\$ 2,720.00		
date	payor	amount	control #	deposit date
5/12/2023	Fredi Morales-Santiago	\$ 500.00	2022-2537	5/15/2023

		\$ 500.00		
date	payor	amount	control #	deposit date
5/16/2023	Jose Cruz Reyes-Galavez	\$ 500.00	2021-3874	5/17/2023
5/16/2023	Jonathan Taylor Garay	\$ 360.00	2022-0579	5/17/2023
5/15/2023	Jenna Nicole Brady	\$ 360.00	2022-1485	5/17/2023
5/15/2023	Thomas Benjamin Waggoner	\$ 500.00	2022-1887	5/17/2023
5/16/2023	Israel Rodriguez Navarrete	\$ 500.00	2022-3752	5/17/2023
		\$ 2,220.00		
date	payor	amount	control #	deposit date
5/18/2023	David C Weaver	\$ 500.00	2021-1607	5/19/2023
5/18/2023	Sloan Patrick Wagner	\$ 360.00	2021-3159	5/19/2023
5/17/2023	Adrian Michelle Conner	\$ 500.00	2022-0662	5/19/2023
5/17/2023	Elmer Jafet Salazer-Ramos	\$ 500.00	2022-0842	5/19/2023
5/17/2023	Lindsay Marsh Thomason	\$ 500.00	2022-2744	5/19/2023
		\$ 2,360.00		
date	payor	amount	control #	deposit date
5/19/2023	Justine Lee Lobato	\$ 500.00	2022-2811	5/22/2023
		\$ 500.00		
date	payor	amount	control #	deposit date
5/23/2023	Matthew Scott Smutzer	\$ 500.00	2021-2158	5/24/2023
5/23/2023	Alexandria Lee Livoti	\$ 360.00	2022-2427	5/24/2023
5/22/2023	Avel Palacios-Herrera	\$ 500.00	2022-3137	5/24/2023
5/22/2023	Xavier Garcia Duran	\$ 500.00	2022-3971	5/24/2023
		\$ 1,860.00		
date	payor	amount	control #	deposit date
5/25/2023	Janine Rose Guzman	\$ 500.00	2021-0006	5/26/2023
5/25/2023	Aaron J Campbell	\$ 500.00	2021-3812	5/26/2023
5/24/2023	Lason David Pagel	\$ 360.00	2022-1321	5/26/2023
5/24/2023	Dale Edward Hawley, II	\$ 500.00	2022-3710	5/26/2023
		\$ 1,860.00		
date	payor	amount	control #	deposit date
5/26/2023	Joshua Zechariah Hopkins	\$ 360.00	2020-3764	5/31/2023
5/26/2023	Francisco Garcia-Pastrana	\$ 360.00	2021-2407	5/31/2023
5/30/2023	Elma Nedia Gonzalez	\$ 500.00	2022-1165	5/31/2023
5/26/2023	Maria Maricela Prado-Ruiz	\$ 500.00	2022-1684	5/31/2023
5/30/2023	Lorena Petra Villalon Arriaga	\$ 500.00	2022-2906	5/31/2023
5/30/2023	Daniel Rae Lara	\$ 360.00	2022-4231	5/31/2023
		\$ 2,580.00		

Commissioners Court - Special Session**14.****Meeting Date:** 07/10/2023

Child Welfare Board Appointment

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

Agenda Item

Discuss, consider and take appropriate action on appointing Patricia Villafana of Georgetown to the Williamson County Child Welfare Board.

Background

If appointed, Ms. Villafana will be filling a vacant position whose term expires in September 2023, therefore her initial term would start in June 2023 and run through fiscal year 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Application Redacted

Request for Appointment Letter

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 07/05/2023

Reviewed By

Becky Pruitt

Date

07/05/2023 10:18 AM

Started On: 06/29/2023 03:28 PM



VOLUNTEER APPLICATION

Purpose: Use this form to apply to volunteer with the Department of Family and Protective Services (DFPS).
Directions: Complete this form and submit it to your local volunteer coordinator in person or via mail or email.
Note: A Social Security number is required to complete this form.

VOLUNTEER INFORMATION

Name (last, first, middle):

Villafana, Patricia

Preferred name:

Date of birth:

Place of birth (city, state):

Other names or spellings Used (married, maiden, alias, for example):

First, middle, last

☐ No Other Names

Current address (street, city, state, ZIP code):

[REDACTED] G.T., Tx [REDACTED]

County:

Williamson

Have you had any other residences in Texas in the past two years? ☒ Yes ☐ No If "yes," list them below (street address, city and county, and ZIP code — use an additional sheet if needed):

Have you lived outside Texas in the past 2 years?

☐ Yes

☒ No

Driver license, state, and number:

Social Security number:

Alternate ID #:

Type of alternate ID: ☐ Canadian SIN ☐ Military ID ☐ Passport
☐ Permanent residency card ☐ State photo ID

Home telephone:

Mobile telephone:

SAME

Email address:

Gender:

☐ Male

☒ Female

Race (check all applicable):

☐ Asian

☐ American Indian/Alaskan Native

☐ Native Hawaiian/Pacific Islander

☐ Black

☒ White

☐ Unable to determine (or none of the above)

Ethnicity:

☒ Hispanic

☐ Not Hispanic

☐ Unable to determine

Organization represented (if applicable):

Who referred you to DFPS?

Kim Gibbons

Why do you want to volunteer for DFPS? Experience in working with Foster Care kids while wkg. @ CPS for 30 yrs. my skills from my work will be an asset to the CWB.

Applicable skills: Coordinating, being an active member of several other TEAMS; worked with judicial system; multi tasker; managing people & teams; Running Projects

Type of volunteer services preferred:

CWB - Board Member

Are you willing to receive training for another assignment? ☒ Yes ☐ No



EDUCATION (CHECK HIGHEST LEVEL COMPLETED)

☐ Elementary school ☐ Middle school ☐ High school ☐ Vocational training
☐ Some college ☒ College ☐ Graduate school

Interns: ☐ Some college ☒ Undergraduate ☐ Graduate ☐ Post graduate

University:

Southwest Tx State

Date of undergraduate
degree: [REDACTED]

Date of graduate
degree: [REDACTED]

ADDITIONAL LANGUAGES

Language	Speak	Read	Write
Spanish	☒ Fair ☐ Good ☐ Excellent	☐ Fair ☒ Good ☐ Excellent	☒ Fair ☐ Good ☐ Excellent
	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent

American Sign Language: ☐ Fair ☐ Good ☐ Excellent ☒ N/A

PREVIOUS VOLUNTEER EXPERIENCE

Organization	Position	Responsibilities

DATE(S) AND TIME(S) AVAILABLE

Days per week: 3-4 days

Hours per week: 20 hrs

Comments:

I am retired @ this time. I do care take my parents but they are not in need of 24 hr supervision. I do have some one that comes in 3x a wk to spend time with my mother.



ELECTRONIC SIGNATURE FOR VOLUNTEER AGREEMENT

- ☒ I understand that I am requesting volunteer placement requiring criminal history and Central Registry checks, and I authorize DFPS to complete these checks.
- ☒ I authorize DFPS to run an FBI criminal history check, which requires fingerprinting, if my role will have access to criminal history information.
- ☒ I understand that background checks are conducted on annually for DFPS volunteers. I authorize DFPS to conduct a criminal history and Central Registry check each year that I volunteer with DFPS.
- ☒ I understand that children in DFPS care have experienced trauma in their lives.
- ☒ I understand this trauma may manifest itself in extreme behaviors, which include foul language, outbursts, and physical aggression.
- ☒ I understand that my signature on this Electronic Signature Acknowledgement form is equivalent to my handwritten signature and is legally binding. An electronic signature has the same validity and meaning as my handwritten signature. I will not, at any time, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding. I acknowledge and warrant the truthfulness of the information provided in this document.

Electronic signature of volunteer:

X Patricia Villafañe

Date signed:

5/6/23



June 24, 2023

Judge Bill Gravell
Williamson County Courthouse
710 Main Street, Suite 101
Georgetown, TX 78626

The Honorable Judge Bill Gravell and Williamson County Commissioners,

I am requesting the Commissioner's Court approve the appointment of a new board member, Patricia Villafana of Georgetown, to the Williamson County Child Welfare Board. If appointed, Ms. Villafana will be filling a vacant position whose term expires in September 2023, therefore her initial term would start in June 2023 and run through fiscal year 2023. I have included her application for your review.

Please place this request for approval of Ms. Villafana to the WCCWB on your agenda at your earliest convenience.

Please do not hesitate to contact me if you have any questions. Thank you for your continued support, enabling the board to partner with Williamson County and Child Protective Services to serve the children in foster care from Williamson County!

Sincerely,

Kim

Kim Gibbons
WCCWB President
kimgibbons@gmail.com
512-415-9609

Commissioners Court - Special Session**15.****Meeting Date:** 07/10/2023

Acknowledgement, recognition, and approval of Williamson County Conservation Foundation Board appointment

Submitted By: Josh Renner, Parks**Department:** Parks**Agenda Category:** Consent

Agenda Item

Discuss, consider, and take appropriate action on the appointment of Ben Thompson to the Williamson County Conservation Foundation Board of Directors.

Background

At its June 28th board meeting, the Williamson County Conservation Foundation (WCCF) accepted the resignation of Doug Fell, who holds an unexpired term ending on or about April 25th, 2025. The board moved then to appoint Ben Thompson to the WCCF board to fill the unexpired term. Under standard practice of delegations and authority between the County and the WCCF, appointments to the Board are approved by the WCCF board pending concurrence of Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Ben Thompson Resume

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Josh Renner

Final Approval Date: 07/06/2023

Reviewed By

Becky Pruitt

Date

07/06/2023 09:20 AM

Started On: 07/06/2023 08:06 AM

BEN F. THOMPSON, CVS, CPE, CSI EXECUTIVE VICE PRESIDENT

Education	Registrations & Affiliations
Bachelor of Science in Technology, University of Houston Master of Science Civil Engineering, University of Madison	• Certified Value Specialist (CVS), No. 88302 • Certified Professional Estimator (CPE), Electrical, No. 259 • Society of American Value Engineers (SAVE) • American Association of Cost Engineers • Society of American Professional Estimators (ASPE) • Society of American Military Engineers (SAME) • Construction Specifications Institute (CSI)

Ben Thompson has more than 50 years of experience in the design and construction industry providing project management, construction management, facilities studies, value engineering, feasibility studies, economic analysis, project controls, and life-cycle costing. He has provided project management services on numerous airports, light rail, building, technology, industrial, laboratory, and military projects. He has more than 10 years of field experience with heavy construction and mechanical contractors. Ben is the author and copyright-holder for the Total Integrated Project Software Systems (TIPSS) and is the co-author and managing partner of ACCESS (Automated Construction Cost Estimating Software Systems). Ben is also a decorated combat Vietnam Veteran who served in the 173rd Airborne (1970-1971). After leaving active duty, he held commissions in both the US Army and the Texas Army National Guard and is a lifetime member of the Texas National Guard Association.

RELEVANT PROJECT EXPERIENCE

EDUCATION

Oklahoma State University Alumni Center

Sunland provided cost estimating services for the new 52,277 square foot Oklahoma State University Alumni Center to be located on campus. The center will house a number of meeting and conference rooms, lounges and refreshment areas, and a large banquet hall for special events. The project was developed under the vision to create 'a home away from home' for all alumni while complementing the

existing facilities at OSU. Sunland provided cost estimating, budget and scope validation at 30%, 65% and final design.

Engineering Science and Materials Testing Laboratory, Georgia Institute of Technology, Atlanta, GA

As Project Controls Coordinator, managed both the cost and schedules design and construction. This project consisted of the design and construction of a new laboratory for the engineering departments at Georgia Tech University. Established and monitored the project budget. (\$15M)

Performing Arts Center & Complex, University of Texas Pan American, Edinburg, Texas

As a member of the design team, Sunland Group was engaged to work with the OFPC in establishing the budget for the demolition of the existing Performing Arts Building and the construction of the new Performing Arts Complex which includes the remodel of three adjacent buildings. Sunland provided independent cost estimates and contract negotiations with the selected CM@R firm of Spaw Glass (\$29M)

University of Texas – Austin, Data Center, Austin, Texas

Ben served as Sunland's Project Principal, overseeing the cost estimates for the renovation of an existing 28,000-square-foot building to accommodate a new \$23 million data center for a major institution of higher learning. The project scope includes civil and architectural design, and mechanical, plumbing, and electrical engineering.

Performing Arts Center and Parking Structure, Texas State University, San Marcos, Texas

Sunland Group was engaged directly by the University to review the contractors construction schedule and to analyze their project approach. The major concern of the university was that the project be completed on time. After the review, the contractor was instructed to provide a Recovery Schedule due to his projections exceeding the contracted end date (\$32M)

Houston Community College Eastside Campus Expansion, Houston, Texas

This project was for the new Angela V. Morales Building and expansion of a parking lot on the HCC Eastside Campus. The three-story facility included faculty offices, a student activity center, distance learning facilities, a lecture hall for 75 students, classrooms for 625 students, various configurations of computer labs and support spaces to serve a total of 350 PC stations, and two parking lots.

Site work included new and reconfigured surface drives and two new parking lots totaling 249 parking spaces. Sunland provided civil engineering and surveying services including topographic surveys, site grading, drainage, and site utilities for both the proposed building and parking lots.

Attucks, Fondren, Deady and Henry Middle Schools, Houston Independent School District, Houston, Texas

This project included the addition of water and sanitary lines for service to temporary classroom buildings. Sunland engineered the storm drainage and grading along with sidewalk and pavement improvements to improve site drainage as part of the HISD Rebuild 2000 Program and provided cost estimating and scheduling for each of the projects. Specific improvements included the design of a brick security wall for an exterior courtyard within the flood plain at the Deady School site, and the complete redesign from asphalt to a Portland cement concrete parking lot within the constraints of the existing site elevations at the Fondren Middle School site.

Longfellow Elementary Improvements, Houston Independent School District, Houston, Texas

Sunland provided project management support in the way of cost estimating, scheduling, and contract administration. Sunland Group also provided civil engineering services for the renovation and expansion of Longfellow Elementary. The renovation corrected deficiencies identified in the HISD 2002 Facility Assessment Study, and the expansion involved replacing the existing functions located in temporary buildings.

University of Houston, Jack J. Valenti School of Communication, Houston, Texas

Sunland is a subconsultant to Jacobs Engineering Group to provide civil engineering and cost estimating services for the new Lance T. Funston Communication Center. Ben is responsible for providing cost estimating services on the project.

University of Texas at El Paso, Texas

Working as a subcontractor to HOK Architects, Ben served as Sunland's Project Principal, overseeing the cost estimates for engineering and core sciences laboratories on the UTEP campus.

University of North Texas, Denton, Texas

Ben served as Sunland's Project Principal, overseeing the cost estimates for the construction of engineering and materials laboratories at the University of North Texas Discovery Research Park.

J. Erik Jonsson Central Library, Dallas, Texas

Ben served as Sunland's Project Principal, overseeing the cost estimates as a subcontractor to proforma architecture on this project that involves the renovation and update of the interior of the 646,733 square foot library, one of the largest in the world and the main public library serving Dallas.

White Rock Branch Library, Dallas, Texas – Ben served as Sunland's Project Principal, overseeing the cost estimates and scheduling services as a subcontractor to HOK for the construction of this new library in Dallas.

Computer Sciences Corporation, FSG Headquarters, Austin, TX

As Project Executive, Ben worked with CSC staff to establish the construction budget for this new facility. The project included the review and feasibility studies of five sites. Once the site had been selected, a budget was prepared and a master schedule done to present to the CSC Board of Directors. Ben assisted in the selection and management of the design firm as a representative of CSC to assure the project would be designed within budget. The project consists of 700,000 SF of office space in three buildings, two parking structures of 250,000 SF, and underground parking garage of 300,000 SF and 70,000 SF of retail space. (\$100M)

AIRPORTS

Austin Bergstrom International Airport (ABIA) Rotation List (2009-2012), Austin, Texas

Sunland is providing professional architectural and engineering services to the City of Austin Aviation Department. Current task assignments include providing architectural investigation, design recommendations, and programmatic support on the ABIA Terminal Improvements – Phase 5 project, the IS Building 7355 Emergency Power Improvements project, Ground Transportation Staging Area (GTSA) Relocation; and the Cell Phone "Stage and Go" Parking Lot projects. Ben serves as the Chief Cost Estimator on this rotation list contract.

ABIA GTSA Relocation and Renovation, Austin, Texas

Sunland is providing conceptual building and site planning, architectural/MEP/civil design, permitting and procurement services for relocation of the existing Ground Transportation Staging Area (GTSA) to an existing rental car at the City's airport. Sunland architects completed the programming and design for interior and exterior renovations of an existing building, and Sunland engineers designed site, paving, grading, utility and stormwater quality improvements to the existing site to accommodate bus, limousine, taxi and shuttle

bus circulation and parking. Sunland also prepared final construction plans, specifications and estimates for review by the City for permitting and the project is currently advertised for bid. Ben has provided cost estimating services for this Task Assignment.

ABIA Remain Over Night (RON) Apron Expansion, Austin, Texas

The RON Apron Expansion project involves the construction of an expansion of Apron Areas for parking carrier airplanes during the night. Construction of the apron expansion required the relocation of the solid waste and recycling facility for the airport. Sunland provided the architectural design services for this covered Area to have it blend with other airport service facilities. Sunland also served as Construction Administrator for this project, responsible for interfacing with the Client, City of Austin Project Manager, City of Austin Construction Inspector and the contractor. Other duties include construction observation, answering RFI's, reviewing submittals and change orders and reviewing contractor pay applications. Ben provided cost estimating services for the project.

San Antonio International Airport On-Call Construction Inspection Services, San Antonio, Texas

Sunland is one of the On-Call Resident Inspection firms for the San Antonio International Airport. The role of the On-Call Inspector is to supplement the City's staff to provide inspections on a variety of projects at the airport. Ben provided QA/QC services for the task assignment involving the 400Hz Ground Power System and the Pre-Condition Air for seven of the eight new gates in Terminal B.

San Antonio International Airport (SAIA) Master Plan, San Antonio, Texas

As part of the team preparing the new Master Plan for the SAIA, Ben was responsible for the site investigations of all the facilities, establishing the budgets for the updated CIP as it is being developed, supplying the CAD support required for the ALP updates and the local coordination of activities with the airport representatives.

Terminal A, B, C and E Renovations Schematic Design (10%), Dallas / Fort Worth International Airport (DFW), Dallas, Texas

Sunland is an integral part of the URS Management Team who is providing the management of the preliminary engineering and design for the renovations of Terminals A, B, C and E. Sunland designed and implemented the Document Controls System for the program and is managing the data. Sunland is also hosting all the web based job costing system

for the project as well as the FTP site for all the infrastructure design. As part of this project Sunland is working closely with the DFW Records Manager to ensure that the filing systems are compatible. Ben is leading Sunland's team in providing project management support services including: architectural design and design coordination; document control; quality assurance and quality control; and construction administration support.

Denver International Airport, Denver, Colorado

Sunland is a team member with DMJM Aviation (AECOM) providing construction management services on this multi year IDIQ contract which includes the design and construction of both vertical and horizontal projects. Specific Role: Ben's responsibilities include the staffing of Project Managers, Construction Managers, Schedulers, and Inspectors for multiple task orders. Ben is the Project Executive on this project and is also part of the Construction Claims Defense Team.

ABIA New Airport Project Team, Austin, Texas

During the conversion of Bergstrom Air Force Base to commercial use, Ben was hired by the Airport Authority to assist in negotiations of the A/E fees for changes in the design. It was his responsibility to come up with and independent estimate of what changes were required because of design errors or emissions and what changes were required because of changes in the Scope of Work for the particular designer. Ben's estimates were based on drawings generated, types of drawings (plans, detail sheets, elevations, etc), engineering hours, EIT hours, CAD hours, etc. Since that time, Ben has been involved with numerous projects to include the new Remain Overnight (RON) apron.

Dallas/Fort Worth (DFW) International Airport, Dallas, Texas

Sunland is part of the URS Team for the Programming and Schematic Design for Terminal E, Terminal E Parking and Terminal E Satellite. Ben and his staff are responsible for providing the documentation control to URS for this assignment. Sunland Group, Inc. will also support the team with estimating and scheduling on an as needed basis.

Dallas/Fort Worth (DFW) International Airport, Dallas, Texas

As a consultant, Ben worked for the DFW Airport Authority providing construction management services that included cost estimating, scheduling, on-site representation, and contract negotiations. This project consisted of numerous

projects to include the expansion of the existing fuel storage and distribution systems. Two new fuel storage tanks were added along with the associated distribution piping.

Dallas/Fort Worth Airport Authority,

Dallas, Texas

As project manager/chief estimator, Ben led a team of estimators in the preparation of more than 200 estimates for the planning and engineering department. These estimates ranged from planning estimates to detailed construction estimates. The projects included every type of facility common to airports. A small list of projects is renovations to terminals 2E and 3E; renovations to terminal 4E, including the addition of a satellite; airfield lighting for runways, taxiways, and aprons; and a new fire station.

Dallas Love Field – People Mover

Dallas, Texas

Ben Thompson is working with Ellerbe Becket on the design team for a new people mover that will connect the Dallas Area Rapid Transit (DART) LRT system to the Love Terminal. The current design is for an open cut type of construction which will cross two runways.

**Terminal Expansion and Concourse C Addition
Newark Liberty International Airport
Newark, New Jersey**

Ben led a team of professionals in the project management of the extension of the Terminal and the addition of Concourse C at the Newark Airport. This involved the management of the design effort, coordination with Continental Airline (the major carrier who would occupy the new concourse), the Port Authority, and the FAA. All the budget estimates were generated by Ben and his team of estimators along with the design and construction schedules.

**New Terminal and Concourse
Mid Continent Airport
Wichita, Kansas**

Ben Thompson led a team of architects and engineers through the value engineering process as a subcontractor to AECOM Transportation during the design process for this new terminal and concourse. Over a million dollars of potential savings were identified and implemented into the final design.

**New United Airlines Cargo Hangar Facility
LAX International Airport
Los Angeles, California**

As part of the Project Management team selected by United Airlines, Ben was responsible for the initial budgeting and scheduling for the construction of this new hangar. This 100,000 sf facility included administration space as well as some storage space.

TRANSIT

Coach America – Kerrville Bus Facility, San Antonio, Texas

Sunland is providing architectural and civil conceptual planning and design, permitting, and construction administration of a new bus storage facility. The project includes coordination with the City of San Antonio and the Texas Department of Transportation (TxDOT). Phase I of this project is currently in construction and Phase II is in design. Ben is providing cost estimating for this project, as well as assisting the client and contractors with environmental / remediation compliance issues.

METRO University Line Corridor Value Engineering Study, Houston, Texas

Ben Thompson, for Booz Allen Hamilton and METRO, led a 10 day Value Engineering (VE) Team Study of METRO's University Corridor to be constructed in Houston, Texas. The University Corridor project involves an effort to establish a new Corridor for expansion of the METRO rail system to improve mobility, accessibility, and system linkages, as well as to increase opportunities for economic development in the community. The VE Team reviewed the project's environmental documents, drawings, reports, cost models and cost estimates. Regional planning documents were also reviewed and discussed. Proposed design solutions were then discussed in detail, including alternatives considered and those recommended. The VE Team analyzed the alternatives and generated 104 creative ideas with regards to Acceptability to METRO, Potential Cost Savings, Politics, Operations, and the FEIS Impact. Approximately 27 of the ideas were developed into proposals.

METRO Intermodal Terminal, Houston, Texas

Sunland provided Civil Engineering, Architectural, Scheduling and Estimating support on the preliminary design of this new Intermodal Transit Facility to be constructed on the north side of the downtown. Ben Thompson provided the lead for all the cost estimating and scheduling done by Sunland Group for this project. This contract initially started out as a part of the URS contract and was then transferred to Washington Group. Sunland contracted directly with the architectural firm of EEK.

**Dallas Area Rapid Transit (DART) Project Controls
Consultant, Dallas, Texas**

As Project Executive, Ben provided scheduling, estimating, and special project services for DART, including over 15 VE studies, feasibility studies performed for the twin bore tunnels on Line Section NC1, and Risk Analysis and Risk Assessments. Ben also assisted in the development of the Project Management Plan required for the Full Funding Grant Agreement from the Federal Transportation Administration

METRO LRT Starter Line, Downtown to Astrodome Houston, Texas

Ben served as project manager for Sunland's contract with STV, Inc. Ben controlled and maintained the capital cost estimates and change order negotiations for the Light Rail Transit. These included estimates of the total cost of preliminary engineering, final design, property acquisition, construction, project management, inspection, operation startup, procurement of maintenance equipment, allocated overhead and operating and maintenance cost estimates. Sunland also updated and maintained a project cost control system. Additional work included employing a work breakdown structure compatible with METRO's cost collection and accounting system along with gathering, summarizing, and reporting project cost by section in the projects Monthly Cost Report

METRO Light Rail Test Track, Houston, Texas

As Project Principal for Sunland's contract with Carter & Burgess (Jacobs) for the Light Rail Test Track, Ben was responsible for staffing and budgeting on Sunland's tasks. Sunland produced a preliminary traffic control study, schedule and cost estimates for vehicular, construction, and pedestrian traffic control and building access. Sunland also controlled and maintained the capital cost estimates, including estimates of the total cost of preliminary engineering, final design, property acquisition, construction, project management, inspection, operation startup, allocated overhead, operating, and maintenance. Sunland employed a work breakdown structure compatible with METRO's existing cost collection and accounting system and gathered, summarized and reported project cost by section in the projects Monthly Cost Report.

METRO Jefferson & Congress Study, Houston, Texas

Sunland was contracted by METRO and DMJM+HARRIS to provide Architectural/Engineering design services for Jefferson Street (Brazos to Travis) and Congress Street (Jackson to Hamilton). The scope of services included: architectural and landscaping design; realignment and reconstruction of sidewalks and streets; drainage design; site location for the installation of transit shelters and transit amenities; resolution of conflicts with utilities; foundation

designs; pavement, curb, sidewalk, and driveway design; traffic control plans; and signalization. Sunland also provided standards for streetlight poles, traffic signal poles, and transit amenities. Detailed design services included the preparation of complete civil, structural, and traffic control plans, construction phasing, electrical drawings, architectural and landscaping plans (including landscape irrigation and drainage design), traffic signal plans, and technical specifications. All designs were ADA compliant.

METRO STV Contract, Houston, Texas

Sunland controlled and maintained the capital cost estimates and change order negotiations for the Light Rail Transit. These included estimates of the total cost of preliminary engineering, final design, property acquisition, construction, project management, inspection, operation startup, procurement of maintenance equipment, allocated overhead and operating and maintenance cost estimates. Also updated and maintained a project cost control system. Additional work included employing a work breakdown structure compatible with Metro's existing cost collection and accounting system along with gathering, summarizing and reporting project cost by section in the projects Monthly Cost Report. If any variances existed, we provided a complete explanation.

Houston METRO Fallbrook Bus Maintenance Facility, Houston, Texas

As cost estimator, Ben provided project controls and scheduling for a new bus maintenance facility for liquid natural gas (LNG) and compressed natural gas (CNG) fueling. This project is the first new LNG and CNG facility to be constructed by METRO (\$32M).

Project Controls Consultant Services, Phase II Build-Out Dallas Area Rapid Transit, Dallas, Texas

Sunland was contracted by Dallas Area Rapid Transit to act as Project Controls Consultant (PCC) for their Phase II Light-Rail Construction program. Phase II included over 45 miles of tracks on four lines throughout the Dallas area. Sunland served as the PCC and acted as an extension of DART's staff providing six primary tasks (project administration, schedule control, budget and cost control, estimating, project support, and environmental management). DART's current light rail program is expected to be completed with the opening of Phase II facilities in 2010. Ben served as project principal for this project and was responsible for overall staffing and budgeting for Sunland's involvement in the project.

Houston METRO, Eastex High Occupancy Vehicle (HOV) Terminus, Kingwood, Texas.

Under contract to METRO and in cooperation with S&B Engineers (project designers), Ben Thompson conducted a 40-hour value engineering study of the HOV Terminus located in Kingwood, Texas. Ben's proposed savings of \$2.74 million on \$4.78 million in projected construction costs. A few of the recommendations included redesign of the bridge span and its use of trapezoidal beams, to widen and incorporate existing bridges, and to change several building materials.

South Oak Cliff Bus Operating Facility, Dallas Area Rapid Transit, Dallas, Texas

Ben was contracted by the Dallas Area Rapid Transit Authority to provide a 24-hour value engineering study and propose design alternatives emphasizing value and utility. The facility was to be located on 24 acres of land that had previously been used as an old gravel pit, then filled with random fill at various degrees of depth. The facility would initially accommodate 150 buses with capability for expansion to 180 buses, a covered bus parking area accommodating 100 buses and an uncovered bus parking area for the remainder of the fleet. The program elements included a 12,600-square-foot operations building, a 46,000-square-foot maintenance building, 64,000 square feet of covered bus parking, a 10,000-square-foot bus washing facility, an 8,000-square-foot detailing and cleaning area, and an 8,000-square-foot fueling facility with fuel storage and the associated site and parking improvements. The VE team proposed \$431,852 in civil proposals, \$496,455 in architectural proposals, and \$190,970 in structural proposals. Total proposed savings were \$1.12 million on an estimated \$11.73 million construction cost.

MILITARY / FEDERAL FACILITIES

USACE Fort Sam Houston BRAC IDIQ, Nationwide

Sunland offers extensive experience leading value engineering studies for public and private sector clients throughout the country, including for Parsons and the USACE. Specific Role: Ben has led teams of architects and engineers for more than 35 years, serving as Chief Value Engineer on VE studies throughout Texas and the Nation, including for Fort Sam Houston BRAC, Fort Lewis, Davis Monthon Air Force Base, Cannon Air Force Base, Buckley Air Force Base, Holloman Air Force Base, the Cities of Houston and Austin, Dallas Area Rapid Transit, Concho Valley Transit District, and Brazos Valley Transit District.

BRAC –Long Barracks (Buildings 600s), Fort Sam Houston, San Antonio, Texas

Ben led a three-day value engineering study for the renovations and remodeling of the Building 600s Long

Barracks project as part of the Base Realignment and Closure (BRAC) program. The project objective included the design and construction for the repair and renovation of Buildings 603, 604, 605, 606, 606B, 607, 607B, 608, 609, 610, and 613 (the Long Barracks) at Fort Sam Houston in San Antonio, Texas. The barracks will be utilized for administration space. The potential savings adopted and implemented was in excess of \$775,000.

Building 350 Conversions JRTC and Fort Polk Headquarters Building, Fort Polk, Louisiana

Ben led a team of professional architect and engineers through the value engineering process on the conversion of a 81,348-square-foot, unoccupied BOQ facility into the headquarters building for Fort Polk Garrison and the Joint Readiness Training Center. This project was required to provide a modern JRTC and Fort Polk headquarters to replace temporary World War II-vintage buildings. The team proposed seven alternatives with a total savings of \$1 million.

Air Reserve Personnel Center (ARPC), Buckley AFB, Denver, Colorado

Ben served as the Value Engineering Team Leader during the design phase of this project which included all training, storage, security and administrative requirements of the Air Reserve Personnel Center – based upon the information gathered during the design charrette and subsequent review meetings. The facility is a single story, multi-purpose building, of approximately 78,800 square feet.

IMCOM-Headquarters Building, Fort Sam Houston, Texas

Ben led a 3-day Value Engineering study for the Corps of Engineers Southwestern Division. The project consists of the construction of a new administrative facility to house the IMCOM Command Group and other G-Staff Divisions at Fort Sam Houston, Texas. The building will house approximately 849 personnel and will include an Emergency Operations Center (EOC). The project is limited to 168,000 square feet.

IMCOM-MWR Academy, Fort Sam Houston, Texas

Ben Thompson led a team of professional architect and engineers through the Value Engineering process for the new Morale Welfare and Recreation Training Academy. The project is new construction of 21,991 square feet, single story, multi-purpose training and performance facility at Fort Sam Houston, Texas. Over \$1 million worth of savings were implemented from the resulting VE Study. Designer: Parsons; for COE Southwest Division

Modified Record Fire Range, Fort Lewis, Washington

As part of the Parsons team, Ben led a 40 hour Value Engineering study of the 30 acre fire range and an assembly area that consists of nine buildings (range operation control tower, range instructional building, bleacher enclosure, covered mess, ammunition breakdown building, maintenance building and two latrines).

Live Fire Exercise Shoot House, Fort Lewis, Washington

Ben led a 40 hour Value Engineering study of the new 4,650 square foot shoot house, after action review, range operation and storage buildings located at Fort Lewis, Washington. The study was conducted utilizing the approved Corps of Engineers methodology and resulted in more than \$50,000 in savings.

Fixed Wing Aircraft Park, Phase II, Fort Hood, Texas

As the senior cost estimator, Ben supervised the preparation of M-CACES cost estimates at 65%, 95%, and final design phases for the Fixed Wing Aircraft Park, Phase II, at Fort Hood. The project included upgrade and expansion of the existing deployment apron; surface upgrades of deployment aprons and taxiways; an access drive to the hot-load ammunition pad; an expanded and renovated passenger terminal to include a Departure Airfield Control Group operations facility and Alert Holding Area; a new Airfield Base Operations building; a pallet storage warehouse; a pallet processing equipment storage shed; and the addition of refueling points. Additional work included supporting facilities to include provisions for utilities, electrical service, paving, storm drainage, fencing, access roads, information systems, site improvements, and repair of drainage ditches on the apron north of the runway.

INS / U.S. Border Patrol Check Points, Laredo / Del Rio Sectors, Texas

Ben led a 40-hour value engineering study to review designs for the Immigration and Naturalization Service and U.S. Border Patrol check point stations along the Texas-Mexico border in the Laredo and Del Rio sectors. The design included 11 new facilities: two large, three medium, and six small sites. The VE team outlined 17 proposed changes totaling \$25.3 million in savings, of which 10 were accepted for a total savings of \$8.77 million.

Nuclear Weapons Integration Facility, Kirtland AFB, New Mexico

Ben provided a three-day value engineering study for the Albuquerque District of the U.S. Army Corps of Engineers to examine the feasibility and cost options, as proposed by the

Air Force, to replace outdated facilities unable to meet current needs. The VE team was asked to propose alternatives to current designs, emphasizing utility and cost value. The team identified 104 possible alternatives and presented 17 for approval.

NASA – Johnson Space Center IDIQ, Houston Texas

Ben served as the Principal In Charge for this multi-year contract with the Johnson Space Center. Responsibilities included the negotiations of each task order, assigning staffing support to the assigned Project Manager and to implement the assigned projects into Sunland's In-House Design and Construction Schedules.

General Instructional Building, Camp Bullis, Texas

Ben provided an M-CACES construction cost estimate at the draft RFP submittal and the final RFP submittal stages for the U.S. Army Corps of Engineers design/build solicitation package. The building was a 10,000 SF classroom facility with the ability to partition classrooms into multiple sizes and configurations. Site layout for the building as well as all support utilities were accounted for.

Design Services for Foundation and Structural Repairs, Fort Hood, Texas

Ben prepared an M-CACES Cost Estimate at the 95% Design Submittal for proposed renovations of buildings 9426, 9427, 10013, 10040, and 7027 at Fort Hood, Texas. The scope of the estimate covered all foundation, structural, roofing, electrical, and mechanical work as designed by Agurrie & Associates. The Base estimate is for Slab On Grade Foundations (Bldgs. 9426, 9427, 10013 & 10040) and built-up roof (Bldg. 7027). An alternate estimate was provided for structural slab foundations (Bldgs. 9426, 9427, 10013, & 10040) and a standing seam roof (Bldg. 7027)

Vehicle Maintenance Facility, Fort Bliss, Texas

Ben prepared an M-CACES Cost Estimate for the final design of a Vehicle Maintenance Shop at Fort Bliss, Texas. The base estimate included an 11,500 SF tactical equipment shop, an oil storage building, sentry station, a 690 SF deployment storage building, 13,000 SF of hardstand pavement, fuel dispensing facilities, and 21,000 SF of site work.

OTHER

University of Texas, MD Anderson Exterior Cladding, Houston, Texas

Sunland provided architectural design, computer aided drafting, and cost estimating services to replace and/or repair

the existing exterior cladding on the Anderson Center, Anderson East, Anderson West, Gimbel, Bates Freeman, Lutheran, Clark Clinic and Love Clinic buildings within the MD Anderson Cancer Center complex in Houston, Texas. This was the first phase of a multi-year project to enhance these building facades by replacing windows and repairing or replacing all the exterior cladding. Due to the complexity of this project, Sunland interfaced the CAD design and cost estimating software systems to facilitate quantity takeoff and tracking of project costs. Ben served as the Sunland Project Principal, overseeing cost estimating services.

A/E Contract, Renovations to Veterans Affairs Hospital, Big Spring, Texas

As a subconsultant, Sunland provided cost estimating services for this project involving providing multidisciplinary engineering and architectural services for renovations to this existing VA Medical Center in Big Spring, Texas. Ben oversaw the preparation of cost estimates for project milestones and phases.

Seton Medical Center Tower Expansion, Austin, Texas

As a subconsultant, Sunland provided cost estimating and value engineering services for this project involving the MEP design services for the five-story, 124,000 sf expansion to the existing main campus of Seton Medical Center. The expansion was built to help meet the regional demands for care, space and comprehensive maternity services the medical center is experiencing. For the project, Ben oversaw the preparation of cost estimates and provided value engineering support services.

Joint Hurricane Housing Task Force (JHHTF), Houston, Texas

Sunland's participation in this landmark housing relief effort began as emergency housing inspection, but quickly evolved to task management, project management, and finally to Program Management. Specific Role: At the peak of program activity, Ben was instrumental in developing the JHHTF, in conjunction with the City of Houston's Building Services Department staff and the Mayor's Office for Neighborhoods and Housing. Ben had line authority over more than 600 program staff which effectively developed Houston as the world's largest housing authority within 3 months of program initiation. Ben's ability to assess, motivate, organize, and quickly execute solutions fostered the creation of the Disaster Recovery Center, where he served as head of Field Operations, established the Housing Choice Center, and directed Sunland's development of a critical database which has been used by both the City of Houston and FEMA to

track evacuees and determine eligibility of payments to Land Lords participating in the City's Housing Assistance Program.

City of Houston, Capital Improvement Programs, Houston, Texas

Ben was the Project Manager for Sunland who provided project management, construction management, cost estimating, project controls, document controls, scheduling, QA/QC, field inspections, and contract administration services for multi-million dollar Capital Improvement Program (CIP) projects for the City of Houston's Building Services Department (BSD). From 1999 to 2006, Sunland was designated as the Program Manager with the City of Houston, Building Services Department, and provided professional services for the following:

- The Police Department's \$109 million CIP for design and construction contracts to either renovate existing police facilities or construct new ones*;
- The Fire Department's \$140 million CIP for design and construction contracts to either renovate existing fire facilities or construct new ones;
- Space planning and coordinating interior design and/or systems furniture changes involving the client departments that occupy the 400-plus buildings (\$50 million) managed by the Building Services Department;
- The Parks and Recreation Department's \$115 million CIP, which involved upgrades of more than 85 parks and buildings throughout the Houston area.

Depending on workloads and the number of projects planned for a given year, our team varied from 12-19 construction managers, contract administrators, estimators, construction inspectors, and administrative personnel. As Project Executive for the Parks CIP, Ben provided definition of scope, wrote the project management plan, established the budgets, staffed all the positions and set the initial Master Schedule. The project consisted of new parks facilities, renovations to existing facilities, and the incorporation of ADA upgrades for over 50 parks. There are 436 parks in the system and each was a part of the Capital Improvements Projects Budget.

City of Houston, CIPs, Police Department Facilities Renovations and City Of Houston Building Services Department, Houston, Texas

– Sunland was designated as the Program Manager of the Police Department's \$109 million CIP since 2002. This included all design and construction contracts developed through the General Services Department to renovate existing police facilities and construct new ones. Ben was responsible for preparing cost estimates

for the construction contract that replaced the roof on the **Police Headquarters Building and eliminated the leaks that affected the Police Department's Crime Laboratory**, as well as for the project that repaired the building's facade and windows to eliminate any ancillary water intrusion into this facility. Ben also provided cost estimating for the following law enforcement facilities:

- **Renovation of the Westside Command Station;**
- **Construction of a new Southside Command Station;**
- Installation of new roofs on the **Police Academy Buildings B & D, Volker & Central Police Stations, and Property Management Facility;** and
- Design of a new **Vehicle Maintenance Facility**

Sunland also developed a **10-Year Master Plan** that included long-range goals and objectives, data on existing police facilities, needs assessments based on the City's growth projections, validated their existing five-year Capital Improvement Program, and recommended implementation strategies. This plan also included drawings showing the location of all existing police facilities in FY 2005 and the location of proposed police facilities to meet the needs of the public in FY 2010 and FY 2015. Ben was responsible for preparing the cost estimates for each CIP project recommendation was also provided.

Ben also served as the Hiring Manager responsible for providing recruiting and hiring support services to identify highly qualified construction management professionals. Recruited and hired construction professionals to fill over 20 positions which included construction managers (4), field inspectors (2), and project controls staff (1). Other construction related positions filled included designers, facility managers, safety specialists, and commissioning engineers.

Rajasthan Oil and Gas Field Development, Crude Oil Refinery, And Support Services Complex - Rajasthan, India

Ben served as Project Principal, including providing QA/QC services for this project in which Sunland provided site development services for Mustang Engineering for over 100 acres of development property, including hydraulic and hydrologic calculations for the site development and water sampling. Part of this project included providing site development and architectural services for a 250,000 square feet Support Services Complex, which includes mixed-use residential, hotel, recreational, restaurant, training, and

administrative office facilities, including a 500-person dormitory with life support functions, a helipad, roadways and perimeter physical security systems (including fencing and security gates), green belts, berms and access roadways.

IBM Balcones Research & Development Laboratory – Austin, Texas

Ben was the project manager for the project controls during the design and construction phase of the new 100, 000 SF Research & Development Laboratory for IBM in Austin, Texas. Ben was assigned by the Architects of Record, Page Southerland Page to provide cost engineering, critical path scheduling and cost estimating services for the design team during the design phase. The project was a fast track project so construction was started prior to completion of the building drawings. This was a high tech facility which served as the research facility and housed clean rooms, anechoic chambers, electronics laboratories, etc.

IBM Wafer Chip Manufacturing Facility – Austin, Texas

Ben was the project manager for the project controls during the design and construction phase of the new 60, 000 SF Wafer Chip Manufacturing Facility for IBM in Austin, Texas. Ben was assigned by the Architects of Record, HDR to provide cost engineering, critical path scheduling and cost estimating services for the designers of record for during the design and construction phases. The project was a fast track project so construction was started prior to completion of the building drawings. Due to the advanced technology of the process and the owners desire to ensure that this facility be a "State of the Art" project; Ben personally estimated and negotiated over 200 change orders during the construction phase.

Sr. Cost Estimator, Cedar Bayou Navigation Channels, Baytown, Texas

Ben supervised the MCACES Cost Estimates for improvements and dredging of Cedar Bayou Navigation Channels. The lower 6 miles is a federally maintained navigation channel 10' deep and 100' wide at the bottom. The channel, which is used by shallow draft barges and recreational boats, meanders along the urbanized eastern portion of the City of Baytown, Texas, before entering Galveston Bay and the Houston Ship Channel. An array of alternatives with varying channel widths, depths, alignments, and lengths were considered to determine the incremental benefits and costs for each alternative. A plan was chosen that maximized the benefits and costs and included a

dredged material management plan for the initial dredging improvements along with 50-years of maintenance dredging.

Computer Sciences Corporation, FSG Headquarters, Austin, Texas

As Project Executive Ben established the construction budget for the new facility, made up of 700,000 SF of office space in three buildings, two parking structures of 250,000 SF, an underground parking garage of 300,000 SF and 70,000 SF of retail space. He performed review and feasibility studies of the five sites and prepared a budget and master schedule after site selection. He also assisted in the selection and management of the design firm to ensure that the project would be designed within budget.

Harris County Atascocita Detention Center and Infrastructure Improvements, Lindsay Lyons Park Complex, Harris County, Texas

Sunland designed on site utilities, paving, drainage and detention facilities, along with Permanent Storm Water Quality and Interim TPDES Pollution Controls for a 20-acre jail facility for 1,200 inmates, within the 400 acre Lindsay Lyons Park facility. This also included the design of 5,500 LF 10-inch sanitary force main, 2,000 LF water main extension, and coordinated design of a water plant and sanitary lift station to support the new jail facility, as well as the existing Pam Lychner State Jail, Juvenile Detention Boot Camp, Sheriff and Fire Marshall Offices, Fire Training Academy and Precinct Maintenance Camp facilities located within the Park. Ben, as the Sunland Project Principal, provided cost estimates for the project/facilities.

Texas Department of Criminal Justice (TDCJ), Huntsville, Texas

Sunland provided claims support services to TDCJ in support of the Texas Attorney General's Office on a \$55 million project to construct three 1,000-bed prison facilities in Hondo, Lamesa, and Pampa, Texas. Construction means and methods, and the schedule were examined to negotiate the delay claim presented by the contractor. The original claim was for \$8 million and settled for less than \$2.5 million. Ben was responsible for reviewing costs associated with the project/claim.

Mesquite City Jail Value Engineering Study, Mesquite, Texas

Ben led the VE Study, which included providing cost estimating, for the Mesquite City Jail, which resulted in a savings of \$667,000 on the \$4.2 million project.

Engineering Science and Materials Testing Laboratory, Georgia Institute of Technology, Atlanta, Georgia

As Project Controls Coordinator, Ben managed both the cost and schedules design and construction. This project consisted of the design and construction of a new laboratory for the engineering departments at Georgia Tech University. Ben also established and monitored the project budget.

CarrAmerica, New Downtown Facility, Austin, Texas

Ben provided a cost estimate at the advanced design development phase and another cost estimate based on the construction documents. He also assisted in the negotiation of a guaranteed maximum price contract with the contractor.

Southeastern Pennsylvania Transportation Authority (SEPTA), Paoli Site Clean Up, Paoli, Pennsylvania

Ben Thompson led a team as part of the LTK Contract for the site clean up of the rail maintenance facility for the commuter rail line located at Paoli, PN. Ben prepared the cost estimates and budgets for the environmental department and then led the Value Engineering study for the closure and cleanup of the existing facility.

Port Authority Trans Hudson (PATH) Line, New York Transit Authority, New York, New York

As a member of the design team for the design and construction of a new Car Wash Facility for PATH, Ben provided all the cost estimating, scheduling and value engineering for the new facility.

Humana Hospitals, Various Facilities, Louisville, Kentucky

As Project Manager, Ben provided a variety of cost estimating, value engineering, and special project services for Humana. Ben worked on the renovations and additions to the Baytown Hospital, Baytown, Texas; Aurora Hospital, Aurora, Colorado; Sunrise Hospital, Las Vegas, Nevada; Augusta Burn Hospital, Augusta, Georgia; and many others. He was also part of the team that developed the in-house estimating system used during the design and construction phase of the project for project controls on Humana projects. During this time he also oversaw the development of their new Proto-type Psychology Units.

Superconducting Super Collider (SSC), Dallas, Texas

As Project Manager, Ben provided an independent analysis of several construction change orders and negotiated these change orders with the contractor. He provided construction cost estimating and economic analysis for one of the planning and engineering departments, and analyzed several alternatives to foundation systems, structural systems, exterior closure systems, and mechanical and electrical systems. Buildings included the Magnetic Development Laboratory, the Underground GEM Facility, the Underground IR-8 Hall, and their supporting facilities. In a last ditch effort to save the SSC by the Department of Energy, Ben was brought in to assemble a team of Certified Value Specialists and was retained to analyze each of the project elements to reduce cost without sacrificing the basic functions. Only three studies were completed before Congress eliminated project funding.

CAPITAL METRO, Austin, Texas

Sunland provided engineering services for the redesign and modification of the storm water separation and filtration facility at the CMTA maintenance yard. Services included storm water analysis, separation and detention capacity, analysis of wastewater/filtration processes, conceptual planning and budget development, design of detention and separation structures, utility services planning and design, design of vehicle ramps and pavements, equipment recommendations for environmental systems, construction estimating and budget control, construction scheduling, development of construction documents and construction administration services.

ADDITIONAL PROJECT MANAGEMENT SERVICES PROVIDED FOR MAJOR PROJECTS INCLUDE:

- Computer Sciences Corporation Virginia Technology Center, Fairfax, VA (\$28M)
- Shell Oil Company MTBE Plant, Woodriver, IL (\$36M)
- Shell Herbicide Plant, Axis, AL (\$100M)
- Riyadh Refinery No. 2-DCS Upgrades, Riyadh, Saudi Arabia (\$112M)
- Saudi Executive Homes, Dhahran, Saudi Arabia (\$70M)
- Humana Burn Hospital, Birmingham, AL (\$26 million)
- Humana Sunrise Hospital and MOB Renovations, Las Vegas, NV (\$15M)
- Humana Hospital Renovations and New MOB, Aurora, CO (\$22M)
- Aramco Northern Support Cities, Saudi Arabia (\$1.5B)
- Global Gateway, Continental Airlines, Newark, NJ (\$1B)
- Fort Carson Medical Hospital, Fort Carson, CO (\$42M)
- New Birthing Center, Dhahran, Saudi Arabia (\$12M)
- New Cargo Facility, United Airlines, Los Angeles, LA (\$30M)
- New Cargo Facility, United Airlines, Miami, FL
- Fort Worth Corps of Engineers, Airfield Lighting Upgrades for 6 Air Force bases, TX
- Port Authority Trans Hudson Subway
- New York Transit Authority Subway
- North Central Tunnels/Subway
- Fort Sam Houston – new storm and sanitary sewer drainage systems
- West Point Wastewater Plant – Addition of full secondary facility (450 MD)
- Hyperion Wastewater Plant, El Segundo, CA
- Port of Houston Authority – Expansion of the Ramp Point Terminal at Morgan's Point
- Port of Houston Authority – numerous projects
- Bayport Expansion – Hydrographic Surveying and Construction Management
- Union Pacific – heavy rail projects
- Southern Pacific -- heavy rail projects
- Southeastern Pennsylvania Transportation Authority (SEPTA), Payoli, PA – diesel maintenance facility
- Brownsville Ship Channel – deepening and widening
- Cedar Bayou Channel – dredging

- Brazos River Lock – renovations

ADDITIONAL VALUE ENGINEERING EXPERIENCE:

- Gulf Intracoastal Waterway Colorado River Locks, Galveston, TX (Savings of \$1.9M on \$4.5M)
- DART Light Rail Starter Line SOC-2A, Dallas, TX (Savings of \$426,000)
- DART Light Rail Starter Line WOC-1, Dallas, TX (Savings of \$1.7M on \$9M project)
- DART Light Rail Starter Line WOC-2 (Savings of \$2M on \$9M)
- DART Light Rail Starter Line CBD (Savings of \$24.4M on \$40M)
- Brazos Island Harbor, Brownsville Ship Channel Navigation, Galveston, TX (Savings of \$8.7M on \$28.7M)
- JFK Special Warfare Center, Academic Facility, Ft. Bragg, NC
- Dept of Navy, Northern Division, Arlington, VA (Savings of approx. \$860,000)
- US Coast Guard Multi-Mission Station (Savings of \$1.14M on \$3.47M)
- Goodfellow Air Force Base, New Dormitory Facilities, San Angelo, TX

Commissioners Court - Special Session**16.****Meeting Date:** 07/10/2023

Tax Collection Agreement

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

Agenda Item

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

Background

The court attempted to take action on this agreement at its June 27, 2023 session, but the agenda item was not worded correctly. This item, upon its approval, will rectify the issue and supplant the prior action.

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, Williamson County, through its Tax Assessor/Collector, shall serve as 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 Rancho Del Cielo Municipal Utility District require the County Judge's signature as well as the County Tax Assessor/Collector.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Tax Collection Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Mary Greenway

Final Approval Date: 06/29/2023

Reviewed By

Becky Pruitt

Date

06/29/2023 11:19 AM

Started On: 06/29/2023 09:47 AM

THE STATE OF TEXAS

§
§
§

TAX COLLECTION AGREEMENT

COUNTY OF WILLIAMSON

WHEREAS the Rancho Del Cielo 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 Rancho Del Cielo 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.

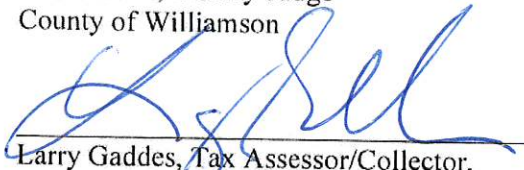
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

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

Executed _____, 2023.

COUNTY OF WILLIAMSON

Bill Gravell, County Judge
County of Williamson



Larry Gaddes, Tax Assessor/Collector,
County of Williamson



Meredith Kizewski, President
Rancho De Cielo Municipal Utility District

RESOLUTION NO. _____

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

WHEREAS, the Rancho Del Cielo Municipal Utility District desires to levy an ad valorem tax in each fiscal year; and

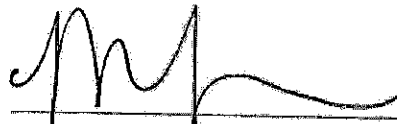
WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the Rancho Del Cielo 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 Rancho Del Cielo Municipal Utility District THAT:

The President of Rancho Del Cielo 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 18th day of May, 2023.



Meredith Kizewski, President
Rancho Del Cielo 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 Rancho Del Cielo 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 Rancho Del Cielo 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 _____, 2023.

Bill Grayell, County Judge
County of Williamson

Commissioners Court - Special Session**17.****Meeting Date:** 07/10/2023

Approval of Agreement for Consulting Engagement Proposal from Gartner, Inc. for Information Systems

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

Agenda Item

Discuss, consider, and take appropriate action on approving the revised Proposal #2023221 between Williamson County and Gartner, Inc. for Consulting Services, pursuant to DIR Contract #DIR-CPO-4927 and authorizing the execution of the Proposal.

Background

This proposal was originally approved in Commissioner's Court on 6.6.2023, item #63 and PO# 183544 has been issued for \$125,000.00. There are no additional charges. This revision is being made by Gartner to provide a more detailed outline of this Enterprise Resource Planning (ERP) project and needs a signature only. Gartner has supplied additional clarification language on their limits of liability on the SOW authorization page #32. No material changes have been made to the Proposal. IT, Legal and Contract Audit have reviewed this Proposal. The department point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Revised redacted Gartner Proposal

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Mary Watson
Final Approval Date: 07/06/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

07/06/2023 08:46 AM
07/06/2023 09:12 AM
Started On: 07/03/2023 12:50 PM

ERP Business Case & Justification

Consulting Engagement Proposal

Prepared for:

Williamson County | [REDACTED]



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Today's Conversation

- 1 Our Understanding of Williamson County's ERP
- 2 Gartner's Point of View on ERP Modernization
- 3 Recommended Approach
- 4 Detailed Engagement Timeline & Activities
- 5 Project Resources & Management
- 6 Assumptions, Investment Summary & Authorization



Our Understanding of Williamson County's ERP Situation...

- The County currently uses Oracle EBS, on-premise, ERP version 12.2
 - The ERP has been in use at the county since ~2004
 - Fully integrated Payroll-HRMS, Financials (GL-Costing, Grants Projects, Accounts Receivables, Payables, Fixed Assets), Purchasing, Employee and Manager Self Service functionalities
 - The system is stable and well personalized to suit the county's needs and has many integrations into other major enterprise-wide systems
 - The County regularly upgrade, patch and help secure the system routinely – via frequent patching sessions throughout the year
 - The County is on Extended Support on the current legacy version – extended supports extends until 2030
- One of the primary challenges is the complicated licensing imposed by Oracle and finding support from licensing re-seller (Mythics)
- As end of extended support approaches, it becomes necessary to start RFP process for a suitable solution to replace the existing ERP. The County would also like to take this opportunity to simplify further and move to a cloud solution

...Our Lens on How Gartner Will Help

- We have deep expertise in assisting our clients with ERP Application Modernization – and have a well-defined approach. Given the current state of Williamson County's ERP, this standard approach provides a straight-forward path to meet the County's needs.
- Produce a business justification for the modernization of Williamson County's existing ERP through the following approach:
 - **Step 1: Establishing the strategic context**
 - **Step 2: Analyzing business capabilities**
 - **Step 3: Articulate business justification**
- Included in the business justification effort is the importance of clearly communicating with the County's stakeholders the future of Williamson County's ERP and support systems.

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Recent ERP Experience with State & Local Government Organization Across the US



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Gartner

Several Factors should be Considered when Replacing the County's ERP Solution

Organizations running legacy ERP solutions must consider the limitations of those solutions to meet future operating needs when choosing between options

- While replacement of an ERP solution is a major undertaking for any organization, there are times when it is appropriate. Often, replacement only occurs when the **existing legacy ERP system is beyond even extensive renovation—when operational business risks peak**
- Replacement of an ERP solution is typically driven by a number of different factors:
 - No longer fit-for-purpose
 - Can no longer be supported or adapted to meet basic department needs
 - Has become too costly to operate especially in terms of the manual processes & sub-systems required to make it work or
 - Is technologically obsolete

Typical Drivers for ERP Replacement



ERP Modernization Business Drivers for Success

A successful ERP strategy is put in place when organizations **focus on the key business drivers that best fit its culture, mission critical priorities, and overarching goals**. Sometimes, depending on the goals and mission, different drivers may be more applicable to each department. The following business driving statements are examples of expected outcomes for Williamson County.



Data Driven Decision Making

Reduce the amount of manual effort required, while increasing the accessible amount and quality of data and preparing the team to make more informed business and technology decisions.



Agility

Prepare the team to optimize new ways of working and technology to drive value and create new ways to operate — using agile principles that will result in faster outcomes, greater ease of decision making and greater user experiences



Efficiency

Gain economies of scale by establishing standard processes, eliminating manual and manual tasks, automating centralized administrative tasks, simplifying localized processes through modern and emerging technologies.



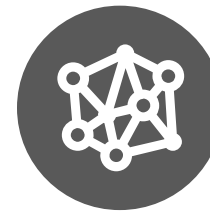
Risk

Minimize redundant processes, manage cybersecurity, mitigate sustainability and support risk while building resiliency to support the mission of the business



Empowering People

Increase process simplicity and user effectiveness through the use of self service, deploying centrally directed, locally executed business processes, and leveraging more accessible and accurate data.



Digital

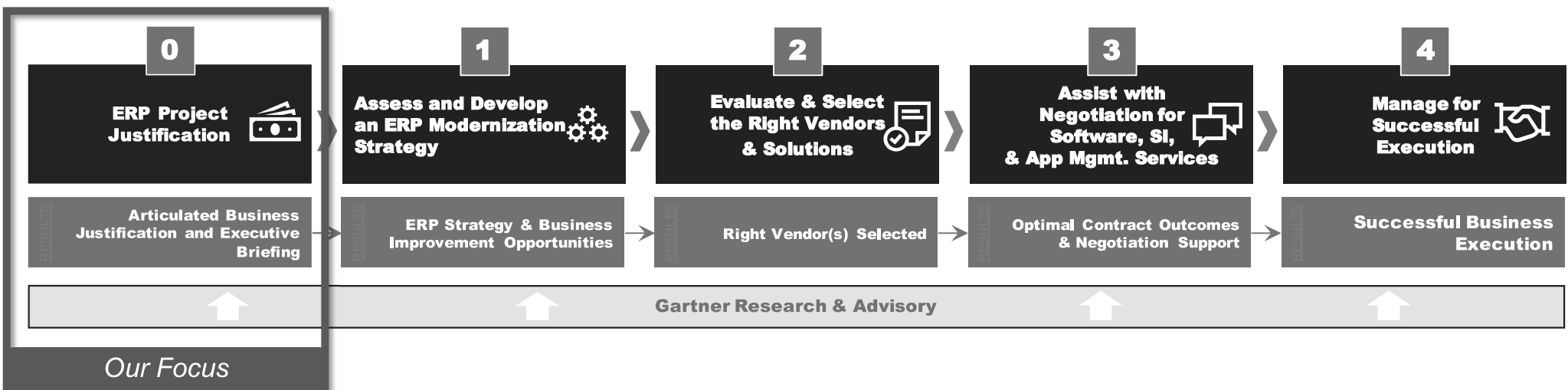
Enhance the organizational work environment by encouraging the team to embrace innovation and simplicity. Increase educator, staff engagement through effective change management and the optimization of current and future technologies.

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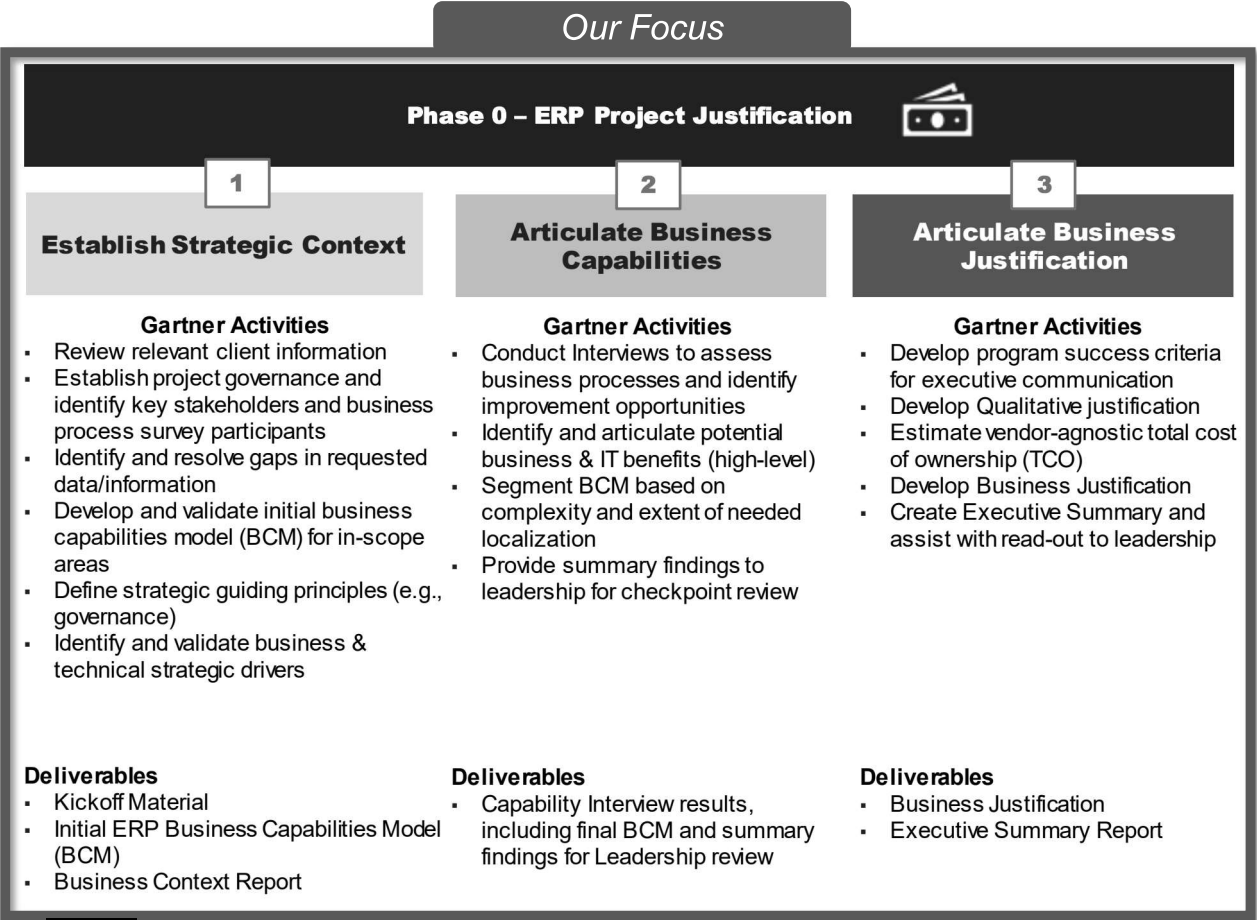
Gartner's 'End-To-End' Approach to ERP Modernization Planning



This customizable methodology results in a comprehensive strategy, identification of business process improvement opportunities, and a roadmap for success

ERP Project Justification

Activities, deliverables, and duration of the proposed project

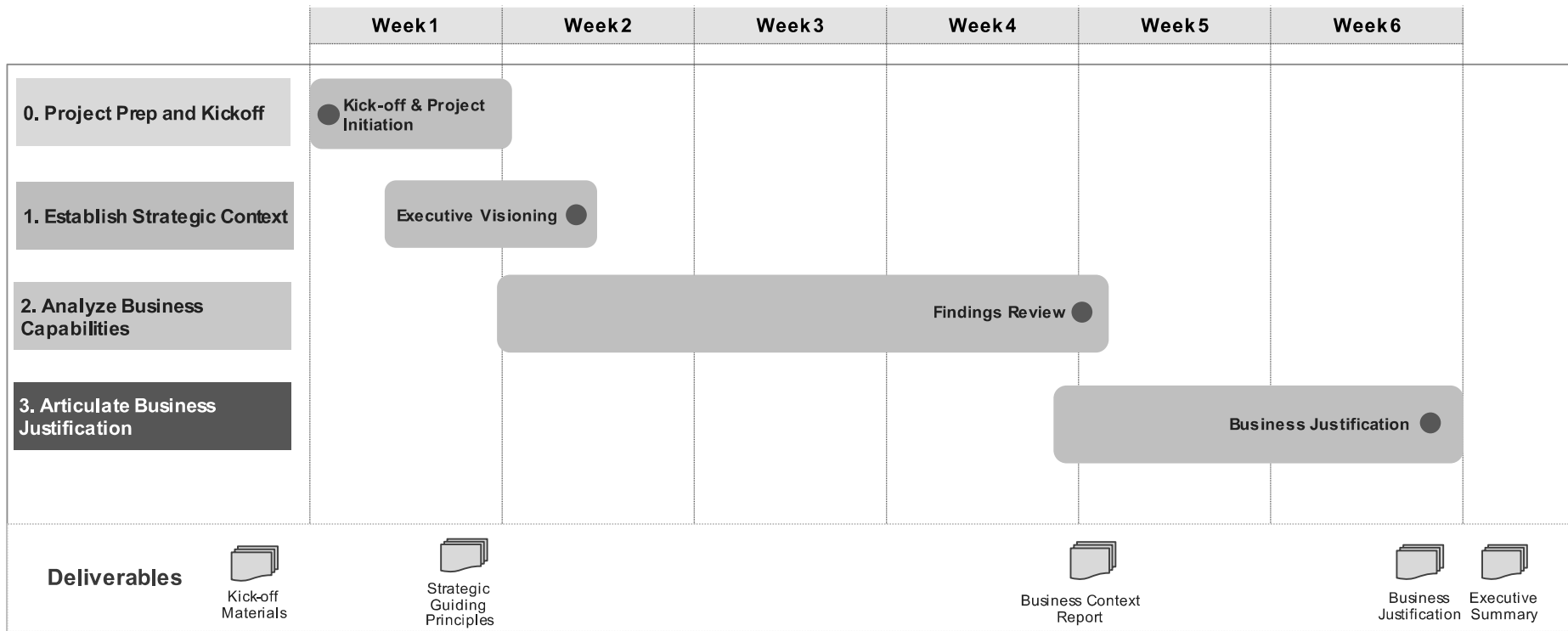


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Typical Time-Frame for these Engagements is 6 weeks



Step 0: Project Preparation

Set the foundation for a successful engagement

Step 0
Step 1
Step 2
Step 3

Objectives

- Work closely with Williamson County (the County) to set the foundation for a successful engagement that is delivered on time, within budget, and meets the County's objectives

Activities Performed by Gartner

- Conduct preplanning meetings to promote understanding of objectives, scope, schedule, roles and responsibilities
- Preview all relevant client information
- Conduct kickoff session with executive stakeholders and Core Team

Williamson County's Responsibilities

- Provide data and take part in Q&A sessions with Gartner Project Team

Deliverable(s) and Work Product(s)

- Project Kick-off
- Project Schedule

Time Frame

- 1 week prior to kickoff

Williamson County's Participants

- Project Manager

Step 1: Establish Strategic Context

Align scope and priorities to strategic drivers

Step 0
Step 1
Step 2
Step 3

Objectives

- Provide a solid bases for decision-making and prioritization throughout the engagement by promoting alignment of scope and priorities to strategic drivers.

Activities Performed by Gartner

- Review all relevant client information
- Establish project governance and key involved stakeholders
- Conduct interviews with executive stakeholders to understand and document business and IT strategic change drivers and priorities
- Conduct a workshop to define strategic guiding principles (IT support, architecture, sourcing & governance) that will provide guidance Application/ERP Strategy options
- Draft BCM of in-scope functional areas and conduct a validation workshop with identified stakeholders to confirm and update

Williamson County's Responsibilities

- Drive scheduling with the County's resources for interviews and workshops
- Active participation in kickoff meeting, interviews and workshops
- Collaborative participation in BCM development
- Provide required documentation and baseline Cost of Ownership information

Deliverable(s) and Work Product(s)

- Kickoff Material
- Business Context Report that includes:
 - Strategic Guiding Principles
 - Strategic Business and Technical Change Drivers
 - BCM with validated scope

Time Frame

- 1 weeks

Williamson County's Participants

- Project Leadership
- Project Manager
- Project Core Team

Step 2: Articulate Business Capabilities

Detail in-scope capabilities

Step 0
Step 1
Step 2
Step 3

Objectives

- For in-scope business capabilities, identify differentiating capabilities, gaps, potential improvement opportunities

Activities Performed by Gartner

- Via small group interviews assess business capability & establish maturity & gaps
 - Identify and articulate potential business & IT benefit opportunities
- Explore prioritized opportunities, define differentiating business requirements, and link to deployment options
- Develop a summary output that reflects key findings and directional conclusions. Provide to the County leadership as a checkpoint review

Williamson County's Responsibilities

- Prepare for interviews/work sessions in advance per Gartner guidance and materials
- Active business and IT participation in business capability discussions. Core Team leads responsible for determining level of SME participation
- Drive scheduling with the County's resources for interviews and workshops

Deliverable(s) and Work Product(s)

- Workshop outputs, including summary findings for leadership review-
 - High-level capability maturity
 - Differentiating capabilities
 - Benefit Statements

Time Frame

- 3 weeks

Williamson County's Participants

- Project Leadership
- Project Manager
- Project Core Team

Step 3: Articulate Business Justification

Communicate the justification for change

Step 0

Step 1

Step 2

Step 3

Objective

- The justification for change is used to articulate and communicate (to operational and executive leadership) the expected benefit opportunities and associated high-level cost expectations to achieve the target Williamson County's ERP architecture over time.

Activities Performed by Gartner

- Bring costs and benefits together and review with the County's Core Team. Promote alignment of recommended initiatives with identified gaps, strategic objectives, business priorities, and expected benefits/outcomes
- Develop an order-of-magnitude estimate. Agree to internal/external staffing, duration, and other cost driver assumptions
- Articulate next steps, as applicable
- Assist the Core Team with presenting/discussing the Executive Summary with the Williamson County leadership

Williamson County's Responsibilities

- Collaborate with Gartner on Executive Summary development and presentation to leadership
- The County's team is responsible for benefit quantification (if necessary)

Deliverable(s) and Work Product(s)

- Justification for Change
 - Benefit opportunities
 - Order-of-magnitude transition and support costs
- Executive Summary Report

Time Frame

- 2 weeks

Williamson County's Participants

- Project Leadership
- Project Manager
- Project Core Team

The Following Deliverables will be Developed

Description of Deliverables and Work Products

Step	Deliverables	Description
0	Kickoff Materials	PowerPoint presentation to communicate and agree to project objectives, schedule, approach, deliverables, and roles.
1	Initial Business Capability Model	PowerPoint presentation reflecting the set of business capabilities tailored to the County's context and solution scope.
1	Business Context Report	PowerPoint presentation reflecting Strategic Business drivers and guiding principles and specific findings regarding gaps and benefit opportunities. Can be leveraged in subsequent roadmap, business case and selection activities that are outside of the scope of this proposal. Includes summary version for leadership review.
3	Justification for Change	PowerPoint presentation that brings together support & transition cost estimates, qualitative and quantitative benefits, and other supporting rationale for the change
3	Executive Summary Report	PowerPoint presentation that summarizes for leadership consumptions that clearly articulates the strategic business case and supporting analysis.

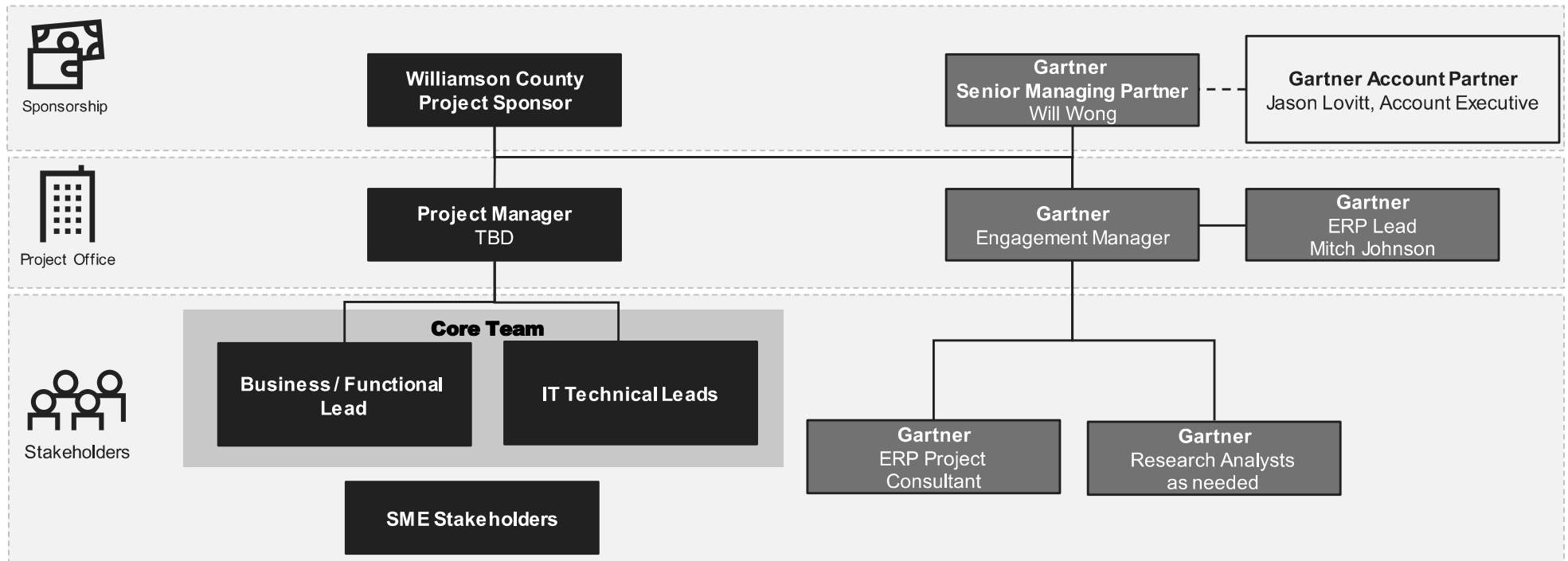
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Project Team Overview – Organization Chart

Gartner has created an organization structure for this engagement that promotes high-level sponsorship and quality assurance, strong day-to-day project management, a focused team of project consultants, and deep subject matter expertise.



Project Team Overview – Gartner Roles & Responsibilities

Functional Role	Responsibilities
Senior Managing Partner	▪ Verify that Gartner activities support the County's goals ▪ Build and maintain a long-standing relationship with the Williamson County ▪ Provide high-level oversight to the engagement and become more heavily involved should any issue resolution be necessary
Engagement Manager	▪ Be responsible for the day-to-day management of engagement initiatives ▪ Ensures that deliverables are completed on time and meet the Gartner quality standards ▪ Act as the primary point of contact for the Gartner team ▪ Work closely with the Williamson County to ensure that Gartner is meeting its needs
Project Consultant(s)	▪ Provide day-to-day consulting support for project steps ▪ Provide support for data collection, data analysis and recommendations for activities ▪ Participate in deliverable creation, deliverable review and client presentations as needed ▪ Present results to the Williamson County as needed
Quality Assurance Specialist	▪ Provide quality assurance review of Gartner project plan and Gartner deliverables throughout the engagement ▪ Promote value through use of the Gartner Project Management Life-cycle
Research Analyst(s)	▪ Support the core project team by providing a context-sensitive perspective to issues specific to the Williamson County based on Gartner industry-leading research ▪ Participate in analysis and comparisons, and review deliverables as needed

Project Team Overview – Gartner Account Partners

Gartner Account Partners will work closely with the delivery team throughout the engagement:

- Account Executives will ensure that the value delivered through this engagement is seamlessly integrated with all Gartner programs
- Service Partners will provide guidance so that this engagement advances the overall Mission-Critical Priorities of the Williamson County
- The body of Gartner Research and partnership with Analysts will ensure that recommendations and outcomes are aligned with Gartner Research frameworks
- Partnership across this team will ensure that the recommendations from this engagement are actionable through ongoing Gartner services

Project Team Overview – Williamson County’s Roles & Responsibilities

Client Role	% Commitment	Responsibilities
Steering Committee	5%	Responsible body sponsoring the engagement, providing key guiding principles to the engagement teams, assisting in Global Business & IT stakeholders identification and communications, staying abreast of key outputs at major milestones. Proposed group should consist of key/strategic Business and IT executives.
Project Manager	50-60%	Responsible for direct, single-point-of-contact interaction with the Gartner Engagement Manager to ensure that communications, participation, preparation, review, and decision-making activities are efficient and effective. Also responsible for collecting internal required approvals.
Business/Functional Leads	25-30% Peak weeks at 50%	Key/Strategic selected group of Globally selected Business representatives, working on the definition and development of solution and strategy, bringing in key Business and IT SME and Functional Ownership to the engagement. These individuals will be used for defining Business & IT key priorities, identifying present pain-points and prioritizations, feedback and accept of the key deliverables. Active participants in the sourcing effort.
Procurement, Contract, and Legal Representatives	5 – 10%	Responsible for reviewing any RFP bid package(s), communicating with vendors, evaluating proposals and demonstrations, coordinating vendor follow-up and due-diligence, and conducting negotiations and contracting
IT Enterprise App Lead(s)	20-30% Peak weeks at 30%	Responsible for providing application details, working on the definition and development of solution and strategy, contributing inputs to any RFP bid package(s) where applicable. May actively participate in sourcing efforts.
IT Enterprise Arch Lead	25%	Provide full life cycle architecture leadership, working in collaboration, to deploy an optimal Solution that will feature the characteristics such as flexible, scalable, interoperable, secure and leverage out of the box solution capabilities. May actively participate in sourcing efforts as applicable.
IT Security Lead	10%	Responsible for ensuring the safety of clients' or internal products and information. Managing security measures for information technology systems within a networked system. May actively participate in sourcing effort.
IT Infrastructure Lead	10%	Responsible for providing infrastructure details, contributing inputs to any RFP bid package(s). May actively participate in sourcing efforts, as applicable.
Business SMEs	20-30% during workshop weeks	These individuals will be used for defining the Business key priorities, identifying present pain-points and prioritizations, feedback and accept of the key deliverables related with the business activities.
IT SMEs	10-15%	These individuals will be used for defining the IT key priorities, identifying present pain-points and prioritizations, feedback and accept of the key deliverables related with the IT activities.

Why Gartner?



1

Our end-to-end ERP “from-strategy-through-execution” approach track record of engagement success with local government ERP

2

Our extensive, proprietary ERP frameworks and data combined with our independence allows us to make fact-based decisions (e.g., benchmarks, market prices)

3

We leverage Gartner Research, IP, and best practices to accelerate project execution. We have extensive knowledge of what other clients have done—and what works and what doesn't

4

We have a team of seasoned **ERP experts who specifically focus on the unique challenges faced by Public Sector organizations** around ERP, HRIS, and Payroll

5

Our business capability modeling approach drives clarity and communication by seamlessly linking business and technology outcomes. It is completely vendor, organization, and technology agnostic

Project Management and Control

A number of crucial activities are accomplished via Gartner's project management process, namely:



**Client
Communication**



**Schedule
Management**



**Budget
Management**



**Quality
Deliverables**



**Performance
Metrics**



**Risk
Management**



**Progress
Reporting**

Our project management process guides reporting, risk mitigation and engagement control throughout:

- Weekly status meetings by phone to review progress, identify risk , issues and mitigation
- Weekly status report to communicate completed work, forecast planned activities and discuss key issues and risks
- Validation workshop at the end of each phase to ensure alignment on understanding and deliverables
- Gartner will be in constant communication with stakeholders to ensure full awareness of activities, the associated timeline and actions required to ensure efficient control of project change

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Williamson County's Participation

The deliverables, schedule and pricing in this SOW are based on the following assumptions:

- Williamson County will designate a Project Manager to act as the primary point of contact for this engagement. The Williamson County's Project Manager will be expected to work closely with the Gartner employees as needed and will: (a) approve priorities, detailed step plans and schedules; (b) work with the Gartner Project Manager to keep the project on schedule; (c) facilitate the scheduling of Gartner interviews with appropriate client personnel; (d) notify Gartner in writing of any engagement or performance issues; and (e) assist in resolving issues that may arise
- The work effort described in this SOW assumes that Williamson County's personnel are available to assist in the manner defined in this SOW. In the event that the Williamson County' personnel are not available, a change of scope may be necessary
- Williamson County will review and approve documents within five business days. If no formal approval or rejection is received within that time, the deliverable is considered to be accepted by Williamson County
- Williamson County will schedule the County resources for engagement activities and provide meeting facilities as necessary
- Williamson County' personnel will be available per the final project schedule
- Gartner will formally capture feedback on your overall experience via our client survey. This allows us to quantify our performance on this engagement and to ensure a culture of continuous improvement of process and best practice

Proposal Assumptions – Data Collection & Key Personnel

Data Collection

- The due diligence (as-is) data are reasonably available via interviews and documentation review
- Williamson County (the County) will provide timely access to all appropriate personnel to be interviewed. These personnel will provide the data necessary to complete this engagement, answer questions, provide existing documentation and attend working sessions.
- Engagement pricing is based on the assumption that Gartner will conduct up to:
 - Up to ten (10) discovery interviews/workshops over a period of five days (in week 1/2) and that the County will arrange all sessions with the Williamson County's personnel. Interviews are 30 - 60 minutes in length.
 - Up to four (4) business capability workshops regarding the capabilities within scope over a 2-week elapsed duration. Workshops are 2 - 4 hours in length.
- All data collection and interviews/workshops will take place via telephone or in person at location as described in this SOW and/or as agreed to at the project kickoff

Key Personnel

- Resumes/biographies of key personnel provided in this SOW are included solely for illustrative purposes and do not indicate the commitment of a specific named associate. Upon signing of a contract, we will identify those associates with the appropriate skills and background to deliver fully on the undertakings defined in the SOW.
- In the event that unforeseen circumstances require the replacement of an associate on an engagement, Gartner will inform Williamson County as soon as reasonably possible and substitute appropriate associates with comparable skills
- Gartner associates identified as Account Partners are not billed for as part of project pricing. Their guidance and support represents a significant value-add to the engagement.

Proposal Assumptions – Place of Performance, Deliverables, & Changes to Scope

Place of Performance

- Except for meetings and workshops, all Gartner services will be performed at Gartner locations
- Meetings and workshops will be conducted via Webex or at Williamson County' offices, as mutually agreed
- Office space, telephones, printing/copying services and access to the open internet will be made available on a reasonable basis to Gartner at the Williamson County' locations for onsite time

Deliverables and Changes to Scope

- Any requests for additional information or resource (beyond the details described in the steps above) that are made by Williamson County will be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this SOW)
- All deliverables will be developed using Microsoft products (e.g., Word and PowerPoint)

Gartner Research and Gartner Consulting recommendations are produced independently by the Company's analysts and consultants, respectively, without the influence, review or approval of outside investors, shareholders or directors. For further information on the independence and integrity of Gartner Research, see "[Guiding Principles on Independence and Objectivity](#)" on our website, [gartner.com](https://www.gartner.com) or contact the Office of the Ombudsman at ombudsman@gartner.com or +1 203 316 3334.

Investment Summary – Fees, Expenses, & Billing

- Gartner will conduct the engagement outlined in this SOW for a **deliverables-based, firm-fixed price of \$125,000.00** inclusive of travel and other reimbursable expenses
- Project Billing will occur based upon the completion of the deliverables listed at right:

Step	Deliverables	Amount
0	Kickoff Materials	\$10,000.00
1	Initial Business Capability Model	\$25,000.00
1	Business Context Report	\$20,000.00
3	Justification for Change	\$40,000.00
3	Executive Summary Report	\$30,000.00
Total		\$125,000.00

- Invoicing:
 - All invoices are payable net 30 days from the date of invoice. While we do not itemize billing for services, we agree and will comply with any reasonable requests for records substantiating our invoices.
 - If Williamson County requires a purchase order (PO) number, please specify the PO number in the Authorization section and forward a copy of the PO, with this agreement, to name/address or fax of the appropriate individual. Ensure that the PO includes all labor and travel expenses quoted in this SOW. Any pre-printed terms on the PO that are in addition to or in contradiction of the terms of this agreement shall be inapplicable

Investment Summary – Pricing Assumptions

Gartner Templates

- Pricing assumes that Williamson County will use Gartner’s work product and deliverable templates without significant modification

Optional Services

- Gartner has identified recommended future phases of work to potentially occur after the proposed steps in this proposal. This proposal does not include pricing for these services.

Changes to scope

The scope of this engagement is defined by this SOW. Any Williamson County' requests for changes to the SOW must be in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise Williamson County of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to make an informed decision as to whether they will proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.

As used herein, "changes" are defined as work activities or work products not originally planned for or specifically defined by this SOW. By way of example and not limitation, changes may include the following:

- Any activities not specifically set forth in this SOW
- Providing or developing any deliverables not specifically set forth in this SOW
- Any change in the respective responsibilities of Gartner and Williamson County, including any reallocation or any changes in engagement or project manager staffing
- Any rework of completed activities or accepted deliverables
- Any investigative work to determine the cost or other impact of changes requested by Williamson County
- Any additional work caused by a change in the assumptions set forth in this SOW
- Any delays in deliverable caused by modification of acceptance criteria in this SOW
- Any changes to Research Analysts' time or resources

Authorization

- This proposal is submitted subject to and in accordance with the terms and conditions of the Texas Department of Information Services (DIR) Deliverables-Based IT Services (DBITS) contract with an effective date of January 21, 2022.
- When signed by Gartner, Inc. and Williamson County, this Proposal/SOW is an attachment to and governed by Contract Number DIR-CPO-4927. These two documents will set forth the relationship between the parties for this engagement. This SOW may be modified at any time provided such changes (i) are agreed by the parties in writing and (ii) where applicable, are in accordance with the Change Order provision
- In accordance with Gartner's DIR Contract DIR-CPO-4927, Paragraph 10.12, liability for damages in any claim or cause of action arising out of this Agreement and the provision of the Services shall be limited to two times (2X) the fees paid by the Customer for the Service provided and billed under this Purchase Order.
- The Proposal, including the SOW, is valid for 60 days from 10 May 2023

IF USING A DIGITAL SIGNATURE, PLEASE CONFIRM THE FOLLOWING AS A CONDITION OF CONTRACT EXECUTION:

☐ By ticking this box, I agree that by affixing my digital signature hereunder I am attesting that: (i) this is my own personal legal signature; and (ii) I am a duly authorized signatory for my company. My signature verifies that the information provided to Gartner hereunder is subscribed by me, under penalty of false Statement and material breach of contract.

RESTRICTED DISTRIBUTION | Engagement [REDACTED]

SUBMITTED ON BEHALF OF GARTNER, INC.



SIGNATURE

Will Wong, Senior Managing Partner

PRINT NAME AND TITLE

06/20/2023

DATE

AGREED ON BEHALF OF Williamson County

SIGNATURE

PRINT NAME AND TITLE

DATE

PO NUMBER (If applicable)

Gartner[®]

Gartner Contacts

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Gartner Consulting
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William.Wong@gartner.com

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Gartner Research
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Jason.Lovitt@gartner.com

DJ Avila Mathers

Associate Director
Gartner Consulting
Telephone: +1 512-869-9593
DJ.Mathers@gartner.com

Commissioners Court - Special Session**18.****Meeting Date:** 07/10/2023

Approval of Purchase of DebtBook Software from Fifth Asset, Inc. dba DebtBook for Auditor's Office

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

Agenda Item

Discuss, consider, and take appropriate action on approving the software purchase and agreement #2023222 between Williamson County and Fifth Asset, Inc. dba Debtbook in the amount of \$72,000.00 pursuant to Omnia National contract #14-03, and authorizing the execution of the agreement. Approval of this agreement will rescind and replace the previous agreement approved in Commissioner's Court on 6/13/2023, item #17.

Background

This purchase represents the subscription for access to the DebtBook platform to cover onboarding, unlimited users, external sharing, support, training and full-service implementation process for the system. The subscription supports the Williamson County Auditor's Office and the ongoing use of DebtBook to manage all leases and software agreements and is typically paid at the beginning of each fiscal year. The original purchase of DebtBook was approved in Commissioner's Court on 8/23/2022. The current subscription expires on 8/31/2023 for GASB 87 Leases. Since it expires a month prior to yearend, the County is paying \$2,500 for the additional month through 9/30/23, as well as a \$2,000 implementation fee for DebtBook to help Williamson County implement another new GASB requirement beginning FY24, GASB 96 Software Agreements. The initial purchase of \$4,500.00 was approved in Court on 6/13/2023, item #17. Staff seeks to rescind that approval due to finding this purchase on an Omnia contract that allows for a multi-year contract. This contract shows the cost per year through 7/31/2026. Legal, Contract Audit and IT have reviewed this renewal. Funding source is 01.0100.0495.004208 as per FY23 budget. The department points of contact are Cortney Husband and Nancy Schiller.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Debtbook Quote

Debtbook Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 07/06/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

07/06/2023 09:59 AM

07/06/2023 10:04 AM

Started On: 07/05/2023 08:59 AM



DebtBook Quote

NCPA/OMNIA Contract Number: 14-03

Williamson County, TX

301 SE Inner Loop
Georgetown, TX 78626

Pam Navarrette

Assistant Financial Director
pnavarrette@wilco.org
(512) 943-1573

Prepared By:

DebtBook
Riley Knowles
Account Manager
riley.knowles@debtbook.com

Notice Address:

1431 W Morehead St Suite
200 Charlotte, NC 28208

Products & Services

Description	Qty	Annual Fee	Discount	Total
Implementation Charge: Tier 4 This represents the cost of our White Glove GASB-96 Implementation process for your organization which will begin upon contract execution in Fiscal Year 2023.	1	\$5,000 Implementation	60%	\$2,000 Implementation Cost
Subscription Charge: Tier 4 This represents the pro-rated subscription charge.	1	\$2,500 1 month	-	\$2,500 Month 1 Cost 08/30/23-09/30/23
Subscription Charge: Tier 4 This represents the annual subscription charge your organization pays for access to the DebtBook platform.	1	\$40,000 Year 1	50%	\$20,000 Year 1 Cost 10/01/23-09/30/24
Subscription Charge: Tier 4 This represents the annual subscription charge your organization pays for access to the DebtBook platform.	1	\$40,000 Year 2	37.5%	\$25,000 Year 2 Cost 10/01/24-09/30/25
Subscription Charge: Tier 4 This represents the annual subscription charge your organization pays for access to the DebtBook platform.	1	\$40,000 9 Months	-	\$22,500 9 Month Cost 10/01/25-07/31/26

Total 3 Year Renewal Cost:

\$72,000

RENEWAL ORDER FORM
RELATING TO A MASTER AGREEMENT WITH
REGION 14 EDUCATION SERVICE CENTER

Fifth Asset, Inc., d/b/a DebtBook (“**DebtBook**”) is pleased to provide Williamson County, TX (“**Customer**”) with the Services subject to the terms established in this Order Form and under a Master Agreement dated as of August 16, 2021 and referenced as Contract Number 14-03 (the “**Master Agreement**”) between DebtBook and Region 14 Education Service Center (“**Region 14 ESC**”), on its own behalf and on behalf of other government agencies, and made available through the National Cooperative Purchasing Alliance (“**NCPA**”), as administrative agent under an Administration Agreement dated as of August 16, 2021 (the “**Administration Agreement**,” and together with the Master Agreement, the “**NCPA Agreements**”) between NCPA and DebtBook.

DebtBook will provide the Services pursuant to the terms of the NCPA Agreements, this Order Form, including the price quote attached as **Exhibit A** and incorporated herein by this reference (the “**DebtBook Quote**”), and DebtBook’s General Terms & Conditions, which were provided to Customer in connection with the execution and delivery of the Original Order Form (the “**Terms & Conditions**”), which have been provided to Customer, and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

On and after the Effective Date listed below, this Order Form supersedes and replaces the Order Form previously executed and delivered by DebtBook and the Customer (the “**Original Order Form**”). This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

By executing this Order Form, DebtBook and Customer agree to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms (collectively, the “**Agreement**”). The NCPA Agreements and the Agreement constitute the entire agreement between the parties and supersede any prior discussion or representations regarding the Customer’s purchase and use of the Services.

Order Form Details	
Effective Date: 08/30/2023	Billing Frequency: Annually
Initial Term End Date: 07/31/2026	Payment Terms: Net 30
Initial Pricing Tier: Tier 4	See the DebtBook Quote for more details

Services. Subject to the terms described in this Order Form and the NCPA Agreements, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a recurring Subscription Fee for Customer’s access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case as set forth in the DebtBook Quote and this Order Form.

DebtBook sets Fees using its standard pricing schedule for the Services in accordance with the NCPA Agreements and based on the Customer’s applicable Pricing Tier, which is based on the total number and amount of the Customer’s Application Obligations at the time of determination. DebtBook’s current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer’s good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer’s Application Obligations during the Initial Term.

Implementation Services. At Customer’s request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each

anniversary of the Effective Date thereafter (each, an “**Implementation Period**”). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer’s Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer’s Application Obligations implemented causes Customer’s applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

Billing. Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer’s billing contact indicated below.

Renewal Term. The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer’s Application Obligations at the time of renewal.

Termination. Notwithstanding anything in the Terms & Conditions to the contrary, at any time after the Initial Term End Date, the Customer may terminate the Agreement for any reason or for no reason by giving DebtBook 120 days’ prior written notice. If Customer terminates the Agreement pursuant to this paragraph, Customer will be liable only for its pro rata share of Services rendered through the termination date. Except as provided in this paragraph, the Agreement is otherwise subject to early termination on the terms set forth in the Terms & Conditions.

Late Fees. Notwithstanding anything in Section 4(a) of the Terms & Conditions to the contrary, payments for Services under the Agreement are governed by, and will be paid in accordance with, Chapter 2251 of the Texas Government Code. 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, which rate will equal the sum of (a) 1.0% and (b) 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.

Entire Agreement. By executing this Order Form, each party agrees to be bound by (1) this Order Form, (2) the Terms & Conditions, (3) the Incorporated Documents, and (4) any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete “Agreement” between the parties and supersede any prior discussion or representations regarding the Customer’s purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Right to Audit. The Customer or its duly authorized representatives shall, until the expiration of three years after final payment under the Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of DebtBook which are directly pertinent to the any Fees charged for the Services performed under the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Customer shall have access during normal working hours to all necessary DebtBook facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this paragraph. The Customer shall give DebtBook reasonable advance notice of intended audits.

Jurisdiction; Venue. Notwithstanding anything in Section 12(a) of the Terms & Conditions to the contrary, any claim arising out of the Agreement must be brought in Williamson County, Texas or the federal courts located in the State of Texas. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding. For the avoidance of doubt, the State of Texas is the “Governing State” for all purposes of the Agreement.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED “AS IS,” AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES’ LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority: Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

WILLIAMSON COUNTY, TX

By: Tyler Traudt
Name: Tyler Traudt
Title: CEO

By: _____
Name: _____
Title: _____

Notice Address

PO Box 667950
Charlotte, NC 28266
Attention: Chief Executive Officer
account-management@debtbook.com

Notice Address

301 SE Inner Loop
Georgetown, TX 78626
Attention: pnavarrette@wilco.org
(412) 943-1573

Billing Contact

301 SE Inner Loop
Georgetown, TX 78626
Attention: pnavarrette@wilco.org
(412) 943-1573

Exhibit A
DebtBook Quote

[See attached.]

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern the Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Obligations**” means, collectively, Customer's debt, lease, and other financial obligations relevant to the Application Services.

“**Application Services**” means DebtBook's debt, lease, and financial obligation management and compliance software-as-a-service application.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**Documentation**” means DebtBook's end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook's website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“**Governing State**” means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, “Governing State” means the State of North Carolina.

“**Government Entity**” means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

“Implementation Services” means, if requested by Customer, the additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.

“Incorporated Documents” means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

“Initial Term” means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

“Onboarding Services” means onboarding services, support, and training as required to make the Application Services available to the Customer during the Initial Term.

“Order Form” means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term.

“Pricing Tier” means the Customer’s applicable pricing tier, determined based on the number and amount of Application Obligations at the time of determination, as set forth in the schedule included as part of the Order Form.

“Privacy Policy” means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

“Renewal Term” means any renewal term established in accordance with the terms of the Agreement.

“Services” means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

“SLA” means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

“Support Services” means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

“Term” means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

“Usage Policy” means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) **Provision of Access.** Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer’s Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer’s internal use and for the Authorized Users’ use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) **Documentation License.** Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer’s Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer’s and its Authorized User’s internal business purposes in connection with its use of the Services.

(c) **Customer Responsibilities.** Customer is responsible and liable for its Authorized Users’ access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) **Use Restrictions.** Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) **Suspension.** Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. **Service Levels and Support.** Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. **Fees and Payment.**

(a) **Fees.** Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. **Confidential Information.**

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance

of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) **Security.** DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED “AS IS,” AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook’s network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. **Indemnification.**

(a) **DebtBook Indemnification.**

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys’ fees) (collectively, “**Losses**”) incurred by Customer resulting from any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”) that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party’s US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook’s sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook’s indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer’s use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) **Sole Remedy.** SECTION 8(a) SETS FORTH CUSTOMER’S SOLE REMEDIES AND DEBTBOOK’S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK’S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) **Customer Indemnification.** To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook’s option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party’s intellectual property rights and any Third-Party

Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. **Limitations of Liability.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. **Term and Termination.**

(a) **Term.** Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) **Termination.** In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) **Survival.** Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. **Independent Contractor.** The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

Commissioners Court - Special Session**19.****Meeting Date:** 07/10/2023

Approval of Amendment #1 for Pharmacy Rate Increase for State Changes to County Indigent Health

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

Agenda Item

Discuss, consider, and take appropriate action on approving an addendum to the agreement between Williamson County and Integrated Prescription Management, Inc. (IPM) and authorize execution of the agreement.

Background

This Amendment #1 will provide an increase to initiate new program rates to align with Texas Health Human Services drug pricing standards per the National Average Drug Acquisition Cost (NADAC). The original agreement was approved in Commissioners Court under agenda item #44 on July 26, 2022. The line item that these services and claims will be paid from will be 01.0100.0630.004905 (Indigent Health Care). Department Point of Contact is Tara Jemphy.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Original Contract 2022

Amendment #1

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 07/06/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

07/06/2023 08:52 AM

07/06/2023 09:14 AM

Started On: 07/05/2023 09:15 AM



PHARMACY BENEFIT MANAGEMENT SERVICES AGREEMENT

This Pharmacy Benefit Management Agreement (the “Agreement”), dated as of September 1, 2022 (the “Effective Date”), is made by and between Integrated Prescription Management, Inc., corporation organized and existing under the laws of the State of Delaware, (“IPM”), and Williamson County, Texas, a political subdivision of the State of Texas (“Client”).

WHEREAS, Client desires to provide pharmacy benefits for the Covered Persons (as defined herein) of its health care plans (the “Plans”); and

WHEREAS, IPM is engaged in the business of providing pharmacy benefit management services and in connection therewith has established a network of retail and mail order pharmacies to deliver pharmacy services to individuals; and

WHEREAS, Client desires to have IPM exclusively manage the pharmacy benefits offered by Client under the Plans and IPM desires to provide such services.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and intending to be legally bound by this Agreement, the parties agree as follows:

1. DEFINITIONS

- 1.1 **“Administrative Fee”** will mean a per paid Claim transaction fee charged by IPM for its administrative services.
- 1.2 **“Average Wholesale Price” or “AWP”** will mean the benchmark price established by MediSpan, or another nationally reporting service of pharmaceutical prices as selected by IPM, in its sole discretion, based on the 11-digit NDC of the prescription drug actually dispensed by a Network Pharmacy. AWP does not represent a true wholesale price, but rather is a fluctuating benchmark provided by third party sources.
- 1.3 **“Brand Name Drug”** will mean a prescription drug specified as a single-source drug or multi-source brand name drug as determined by IPM.
- 1.4 **“Claims”** will mean those claims processed through IPM’s claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement and the Description of Coverage.
- 1.5 **“Co-Payment”** will mean the monetary amount (however expressed) that a Covered Person must pay a Network Pharmacy for Covered Pharmacy Services at the time the Covered Pharmacy Services are provided by a Network Pharmacy pursuant to the applicable Plan.
- 1.6 **“Covered Persons”** will mean all individuals designated by Client in an eligibility file provided to IPM who are eligible to receive Covered Pharmacy Services under Client’s Plan until Client otherwise notifies IPM in writing.
- 1.7 **“Covered Pharmacy Services”** will mean the provision of pharmaceutical products and/or medical items, including without limitation prescription drugs, dispensed to Covered Persons pursuant to prescriptions written by physicians or other authorized prescribers, which are reimbursable under the terms of Client’s Plan as set forth in the Description of Coverage.
- 1.8 **“Description(s) of Coverage”** will mean the written description or “Plan Design” provided by Client to IPM, including the processing parameters and other information concerning Client’s Plan that IPM will use to process Claims under this Agreement.
- 1.9 **“Generic Drug”** will mean a multisource generic drug as determined by IPM using a combination of data fields.
- 1.10 **“Law”** will mean any federal, state, local, or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, any state, Commonwealth, or any agency, department, authority, political subdivision, or other instrumentality thereof, or a decree or judgment or order of a court.
- 1.11 **“Network or Network Pharmacy(ies)”** will mean a pharmacy or group of pharmacies that agree to provide Covered Pharmacy Services to Covered Persons under an arrangement with IPM.
- 1.12 **“Privacy Rule”** will mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E and any amendment thereto.

1.13 “Protected Health Information or PHI” has the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by IPM in its capacity as a pharmacy benefits manager, acting as a business associate of the Plan, and not as a health care provider.

2. RESPONSIBILITIES OF IPM

2.1 In General IPM will provide Client the Covered Pharmacy Services and the services set forth in this Section 2 that are selected by Client, the services described in Exhibit A that are selected by Client, and the services described in any attachment, addendum, or amendment hereto (collectively the “Services”). IPM may make changes to the Services from time to time and may use Claim’s information and other PHI to improve or recommend additional Services to Client, so long as such changes are consistent with applicable law and do not materially alter the provisions of this Agreement.

2.2 Claims Processing IPM will adjudicate Claims submitted by Network Pharmacies, based on the pharmacy benefit parameters as set forth in the Description of Coverage. IPM will accept direct Claims submitted by Covered Persons on properly completed standard claim forms together with proof of payment (“Direct Claims”). IPM will adjudicate properly submitted Direct Claims, based on the pharmacy benefit parameters as set forth in the Description of Coverage, and produce and mail: (i) checks for the agreed upon reimbursement amounts for Covered Persons for allowable Claims; or (ii) requests for information for Claims that are ineligible for payment.

2.3 Network Pharmacies Network Pharmacies will dispense Covered Pharmacy Services consistent with the terms of this Agreement and applicable Law. Additions or deletions to the Network shall be in IPM’s sole discretion and IPM makes no warranty that any specific pharmacy or number of pharmacies will be in the Network at any time. IPM shall direct the Network Pharmacy to charge and collect the applicable Co-Payment and/or any deductible (or portion thereof) from Covered Persons for each Covered Pharmacy Service provided.

2.4 DUR IPM will provide automated concurrent drug utilization review (DUR) services for point-of-sale Claims. Client acknowledges that: (i) the DUR system is a highly automated system, without individual review in most circumstances, (ii) the DUR system is necessarily limited by the amount, accuracy, and completeness of data concerning Covered Persons provided by Client, (iii) the DUR program is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care providers in providing patient care, (iv) that IPM will have no obligation to acquire information concerning any Covered Person beyond the information that is included in the eligibility or claims databases, and (v) that pharmacists are individually responsible for acting or not acting upon information generated and transmitted through the DUR services, and for performing services consistent with the scope of their licenses. In performing DUR services, IPM will not, and is not required by this Agreement, to deny Claims, or require prescriber, pharmacist, or patient compliance with any norm or suggested drug regimen, or in any way substitute IPM’s judgment for the professional judgment or responsibility of the prescriber or pharmacist. The absence of an alert for a given drug or drug combination shall not be construed to indicate that the drug or drug combination is safe, appropriate, or effective for any Covered Person. Accordingly, IPM assumes no liability to Client, Plan, any Covered Person, or any other person in connection with the DUR services, including, without limitation, the failure of the DUR services to identify a prescription that results in injury to a Covered Person. IPM will have the DUR databases updated on a reasonable basis to reflect changes in available standards for pharmaceutical prescribing; however, no database will contain all available information or accepted medical practices or prescribing practices.

2.5 To the extent authorized under Texas law, Client shall defend, indemnify and hold harmless IPM, its employees, directors, owners, officers, contractors, suppliers and agents from and against any and all awards, losses, claims, suits, damages, liability, judgments, fines, penalties, settlement amounts, and expenses, including reasonable attorney’s fees (collectively “Damages”) arising from or as a result of IPM’s decision to authorize or initially deny coverage of any drug in accordance with Client’s adopted criteria, except to the extent that any such Damages arise from IPM’s gross negligence or willful misconduct. This Section 2.5 shall survive termination of the Agreement.

2.6 Call Center Services IPM, through its own and/or subcontracted call centers, will provide a toll-free telephone line for inquiries from Client, pharmacies, prescribers, Covered Persons, and prospective members regarding the services provided by IPM under this Agreement. Services to be provided via the toll-free number include answering

questions regarding Claims, Covered Person eligibility, Plan Design and covered benefits, deductible status and required Co-Payments, Claims submission, Claims payment, instructions for completing a claim form, status of a submitted Direct Claim, and location of Network Pharmacies.

- 2.7 Reporting** IPM will provide Client records and reports, including standard IPM reports as amended from time to time, relating to Covered Persons. Client may request additional reports, which may be provided upon the mutual written agreement of the parties.

3. RESPONSIBILITIES OF CLIENT

- 3.1 Benefit Design and Eligibility** Within a reasonable time prior to the implementation of the Services under this Agreement, Client shall furnish IPM the details of the benefit design and a complete listing of all Covered Persons, which must be complete and accurate and in a format and media approved by IPM. IPM and the Network Pharmacies are entitled to rely on the accuracy and completeness of this information.
- 3.2 Benefit Design Changes** Client will immediately provide IPM written notice of any changes or updates in the benefit design. IPM will notify Client of (i) the proposed implementation date of such change or that such change cannot be implemented as requested, and (ii) any applicable additional fees due as a result of such change. Client will accept the change and applicable additional fees, if any, in writing prior to its implementation. Client will notify its Covered Persons of the change prior to its effective date at Client's expense. IPM will not be responsible for or otherwise be liable to Client, Plan, or Covered Persons for costs or other damages for failing to make benefit design changes not communicated to IPM in accordance with this paragraph.
- 3.3 Design Liability** Client is solely responsible for any liability arising in connection with Client's benefit design. IPM makes no representation or warranty that the benefit design selected by Client complies with the Law that applies to Client, and IPM has no responsibility to advise Client about its compliance with any applicable Law.
- 3.4 Eligibility Updates** Unless otherwise stated in the applicable plan specifications, during the term of this Agreement, and any extension thereof, at least ten (10) days before the beginning of each month, Client will provide IPM with a complete updated listing of all Covered Persons who are eligible for that month. Such listing will be provided in a format agreeable to IPM. The eligibility information will be updated as reasonably required by the Client. Client bears all risk of mistakes in eligibility determinations caused by inaccuracies in the information provided by Client to IPM, including payment of Claims adjudicated and verified as eligible which are later found to be not eligible.
- 3.5 Identification Cards** IPM will issue identification cards to Covered Persons that will include information necessary to provide the Network Pharmacy with a Covered Person's eligibility information to receive Covered Pharmacy Services.
- 3.6 Reports and Invoices** Client will review all reports and statements provided by IPM and will notify IPM in writing of any errors or objections within forty-five (45) days of receipt. Until Client notifies IPM of any errors or objections, IPM will be entitled to rely on the information contained in the report or statement. If Client does not so notify IPM within the forty-five (45) day period, the information contained therein will be deemed accurate, complete, and acceptable to Client.
- 3.7 Authorizations and Disclosures** Client has obtained, or will obtain, all Covered Person authorizations required by Law for IPM to perform the Services or any additional services provided under any addendum or amendment hereto. Client will disclose to Covered Persons any and all matters relating to the benefit design that are required by Law to be disclosed, including information relating to the calculation of Co-Payments, deductibles, or any other amounts that are payable by a Covered Person in connection with the benefit design, and rebates or other discounts.
- 3.8 Client's Authority Over Benefit Plan** Client acknowledges that it has the sole authority to control and administer its Plans. Client further acknowledges that IPM is engaged to perform the Services as an independent

contractor and not as an employee or agent of Client. Nothing in this Agreement shall be construed or deemed to confer upon IPM any responsibility for or control over the terms or validity of the benefit plan. IPM shall have no final discretionary authority over or responsibility for the administration of the Plans. Further, IPM shall have no responsibility or liability for (i) any funding of Plan benefits; (ii) any insurance coverage relating to Client, the Plans, or the Covered Persons; or (iii) the nature or quality of professional health services rendered to Covered Persons.

4. TERMINATION

The term of this Agreement will commence on the Effective Date and will continue for one (1) year, after which it will automatically renew for additional one-year periods unless otherwise terminated in accordance with the provisions of this Agreement. Either party may terminate this Agreement upon ninety (90) days prior written notice to the other party, which shall become effective only at the end of the then expiring term or extension thereof. In the event of termination, Client will only be liable for its pro rata share of services rendered and goods actually received. If there is a material breach of any provision of this Agreement, and that breach remains uncured for thirty (30) days after the breaching party receives written notice of the breach, the non-breaching party may terminate this Agreement effective on the expiration of such thirty (30) day period. If such material breach cannot be cured in a thirty (30) day period, the non-breaching party may not terminate this Agreement if the breaching party has initiated a cure within such thirty (30) day period and uses its best efforts to complete the cure within a commercially reasonable period of time.

5. COMPENSATION, BILLING, AND PAYMENT

- 5.1** As compensation for the Services provided by IPM under this Agreement, Client will pay the fees specified in Exhibit A (the “Fees”). This Section 5.1 will survive the termination of the Agreement.

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

- 5.2** IPM will be responsible for payment to the Network Pharmacies for Covered Pharmacy Services solely to the extent it has received funds provided by Client for payment of such services. IPM shall not be required to render payments to Network Pharmacies or Covered Persons unless and until IPM has received payment for the Claims from Client. Client recognizes that it is essential to make timely payments to IPM, and that payment that is not timely may adversely affect the availability of Pharmacy Services. Notwithstanding the foregoing, in the event that IPM elects to pay Network Pharmacies and Covered Persons for Claims prior to its receipt of Claims payment from Client, such election shall not constitute a waiver of IPM’s right to suspend performance or of Client’s obligation to render payment to IPM either as to that payment or as to any other payment, nor shall such election serve to establish a course of dealing or a course of performance between IPM and Client. The amount that Client pays to IPM under this Section is not an asset of Client’s prescription benefit, or any other health plan. This Section 5.2 will survive the termination of the Agreement.
- 5.3** After the initial term of the Agreement, IPM may reasonably change the Fees or other pricing under this Agreement. IPM will give Client sixty (60) days written notice of any such change, which will take effect on the first day of the month following the sixty-day notice period.
- 5.4** IPM will invoice Client for Fees and Covered Pharmacy Services monthly. .
- 5.5** If Client objects to any cost in an invoice, Client is still obligated to remit payment of the full payment amount to IPM within the agreed upon payment terms. Within twenty (20) business days of Client’s receipt of the invoice,

Client shall identify and fully explain the basis for any objections in writing to IPM. Client and IPM will then work together to determine the validity of the amounts to which Client has objected. Any overpayments or underpayments will be reconciled through a charge or credit in a subsequent invoice.

- 5.6** If Client fails to pay IPM in accordance with this Agreement, IPM may, in addition to its other remedies under this Agreement, at law or in equity, do any or all of the following: (i) suspend performance of

any or all of IPM's obligations under or in connection with this Agreement, including IPM's obligation to process Claims; (ii) apply all or any portion of any security posted by Client with IPM to Client's delinquent account; and/or (iii) off-set against any amounts payable to Client any amount due from Client.

- 5.7** IPM agrees that, except for Co-payments and deductibles, in no event will IPM or the Network Pharmacies, charge, collect, seek compensation, remuneration, or reimbursement from, or have any recourse against Covered Persons or persons acting on the Covered Person's behalf for Covered Pharmacy Services provided pursuant to this Agreement. IPM further agrees that (i) the provisions of this Section 5.7 shall survive the termination of this Agreement regardless of the cause of termination and will be construed in favor of Covered Persons, and (ii) this Section 5.7 shall supersede any oral or written contrary agreement now existing or hereafter entered between IPM and a Covered Person or person acting on the behalf of a Covered Person. The terms hereunder shall not apply to any deductibles, Co-Payments, or non-covered pharmacy services that are Covered Person's responsibilities as described in a Description of Coverage. This Section 5.7 will survive the termination of the Agreement.

- 5.8** Client understands that IPM's agreements with Network Pharmacies may allow Network Pharmacies to review payments made by IPM related to the Covered Pharmacy Services. Furthermore, if in accordance with IPM's agreement with a Network Pharmacy there was an underpayment for Covered Pharmacy Services to a Covered Person, such Network Pharmacy may seek reimbursement for such underpayment(s). Client agrees that, if a Network Pharmacy requests further payment for any Covered Pharmacy Service or other service provided to Client or a Covered Person, Client will immediately remit to IPM an amount equal to such requested payment. This Section 5.8 will survive the termination of the Agreement.

6. CONFIDENTIALITY

- 6.1** Each party acknowledges that during the performance of its obligations hereunder, it has received or may receive confidential information from the other party. As used herein, "Confidential Information" includes, but is not limited to, proprietary business and technical information, patient and third-party payor lists, statistical data, computer programs, pricing information, the Agreement and all exhibits, addenda and alterations hereto, Network Pharmacy coverage information, trade secrets and innovations, and other information of similar nature obtained by either party. Confidential Information will not include information that is: (i) generally known to the public at the time of disclosure; (ii) rightfully received by either party from a third party not under obligation of confidentiality with respect to such information; (iii) becomes publicly available through no act or omission of either party or its agents or employees; or (iv) that may be required to be disclosed by law or court order.
- 6.2** Each party covenants and agrees that, without the prior written consent of the other party (which consent may be withheld for any reason or may be given subject to conditions and restrictions), neither it nor its directors, officers, employees, or agents will reveal or use any Confidential Information in a manner or for a purpose that would be knowingly detrimental to the other party or its businesses or for purposes other than set forth herein.
- 6.3** Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party timely written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper.
- 6.4** All Confidential Information will remain the property of the disclosing party, and the receiving party will return or destroy all written or tangible materials, and all copies thereof, upon request of the disclosing party.
- 6.5** Client acknowledges that all of IPM's databases, as well as the software, hard-coding, and logic used to generate the compilations of information contained in IPM's adjudication system and in all other databases developed by

IPM, its contractors, consultants, or its designees in connection with performing services, and the format of all reports, printouts, and copies thereof, and any prior and future versions thereof by any name, are the property of IPM and are protected by copyright which shall be owned by IPM.

- 6.6 Each party acknowledges that damages alone will be an inadequate remedy for a breach or threatened breach of the provisions of Section 6 of this Agreement and that the party seeking enforcement thereof, in addition to all other remedies, will be entitled as matter of right to equitable relief, including injunctive relief or specific performance in any court of competent jurisdiction. No posting of a bond will be required. The parties agree that notwithstanding anything in this Agreement to the contrary, nothing herein will require any party hereto to breach or violate any applicable confidentiality law, statute or regulation.

7. COVERED INDIVIDUAL INFORMATION

- 7.1 IPM may use, reproduce, or adapt Covered Person information in any manner it deems appropriate, including product research and development, except that each party and its agents, employees and contractors shall maintain the confidentiality of this information to the extent required by applicable Law, and may not use the information in any way prohibited by Law.

- 7.2 **Use and Disclosure of Protected Health Information** IPM may use or disclose PHI to Client, Network Pharmacies, Covered Persons' providers and Covered Persons in a manner consistent with the performance or improvement of its Services under this Agreement, or as permitted without authorization pursuant to the Privacy Rule. Additionally, IPM may use and disclose PHI to a third party if otherwise authorized by Client or a given Covered Person, or as permitted without authorization pursuant to the Privacy Rule. Except as provided in this Agreement, such uses, and disclosures shall be limited to those that would not violate the Privacy Rule if done by Client. In addition, IPM may use and disclose PHI:

- i. for the proper management and administration of IPM or to carry out its legal responsibilities; provided that, in the case of any disclosures for this purpose, IPM obtains reasonable assurances from the person to whom the information is disclosed, that it will remain confidential and used or further disclosed only as required by Law or for the purpose for which it was disclosed to the person, and that the person will notify IPM of any instances of which it is aware in which the confidentiality of the information has been breached;
- ii. to provide Data Aggregation services to Client as permitted by 45 CFR 164.504(E)(2)(i)(B);
- iii. to de-identify the information in accordance with 45 CFR 164.514(b), which de-identified information may be used and disclosed by IPM as it deems appropriate;
- iv. pursuant to an individual authorization in accordance with 45 CFR 164.508;
- v. to report violations of Law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1);
- vi. to conduct DUR for another Covered Entity if each Covered Entity has or had a relationship with the Covered Person whose PHI is involved and the PHI relates to the relationship; and
- vii. as otherwise authorized in writing by Client.

8. USE OF NAME

Each party will have the right to use the name of the other party to inform existing or potential clients that IPM supplies Covered Pharmacy Services to Client. IPM will have the right to use Client's current logo and information on a client list and on its web site. Neither IPM nor Client will otherwise use the other party's name, symbols, trademark, or service marks without the prior written consent of the other party and both parties will cease any such use upon termination of this Agreement. Notwithstanding the above, IPM agrees Client may use the name, address, phone numbers and descriptions of the Network Pharmacies in Client's directories.

9. INSURANCE AND INDEMNIFICATION

- 9.1 **Required Insurance** IPM agrees to maintain general liability coverage with a limit of at least one million dollars (\$1,000,000.00) per occurrence. Client agrees to maintain insurance providing coverage for the errors and omissions of Client and its officers and directors for the good faith performance of their duties.

9.2 Certificate of Insurance IPM will provide Client with a valid Certificate of Insurance, upon request, confirming the coverage set forth in Section 9.1. Client agrees to provide IPM with thirty (30) days written notice if there is a material change in its directors and officer's coverage. IPM agrees to provide Client with thirty (30) days written notice if there is any material change in its general liability coverage.

9.3 Indemnification and Limitations on Liability This Agreement is not a contract for the sale of goods. IPM will perform the Services under this Agreement in a good and workmanlike manner in

accordance with the customs, practices, and standards of the prescription benefit management industry. EXCEPT AS WARRANTED IN THIS SECTION, IPM DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED THROUGH IPM'S SYSTEM. IPM RELIES ON MEDISPAN OR COMPARABLE DATABASES IN PROVIDING CLIENT AND COVERED PERSONS WITH DRUG UTILIZATION REVIEW SERVICES. IPM HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE DATABASES AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. IPM, HOWEVER, DOES NOT WARRANT THE ACCURACY OF REPORTS, ALERTS, CODES, PRICES, OR OTHER DATA CONTAINED IN THE DATABASES. IPM DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

9.4 IPM does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services. Network Pharmacies are independent contractors, and IPM shall have no liability to Client, Plans, any Covered Person, or any other person or entity for any act or omission of any Network Pharmacy or its agents or employees.

9.5 To the extent authorized under Texas law, Each Party shall be indemnified and held harmless by the other for the amount of any and all liabilities, losses, damages, claims, costs and expenses, interest, awards, judgments, and penalties (including, without limitation, attorneys' fees and expenses) (each, a "Loss"), arising out of or resulting from the breach of a Party's obligations under this Agreement or the gross negligence or willful misconduct of a Party, except to the extent any such Losses were caused by the negligence or intentional conduct of IPM or the breach of IPM's obligations under this Agreement. This Section 9.5 will survive the termination of the Agreement.

9.6 To the extent authorized under Texas law, Neither IPM nor Client will be liable to each other for indirect, incidental, consequential, punitive, special, or exemplary damages, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages. IPM's maximum liability to Client, regardless of the form of action and whether for damages, indemnification or otherwise, shall not exceed the Administrative Fee paid by Client over the previous six (6) months.

9.7 An indemnified party (the "Indemnified Party") shall give an indemnifying party (the "Indemnifying Party") notice of any matter which an Indemnified Party has determined has given or could give rise to a right of indemnification under Section 9.5 within thirty (30) days of such determination, stating the amount of any Loss, if known, and method of computation. If an Indemnified Party receives notice of any claims by a third party which are subject to the indemnification provided for Section 9.5 ("Third Party Claims"), the Indemnified Party shall give the Indemnifying Party notice of such Third-Party Claim within ten (10) days of the receipt of notice by the Indemnified Party. Failure to provide notice of a claim or a Third-Party Claim as provided for in this subsection shall not release the Indemnifying Party from any of its obligations under Section 9.5 unless such failure causes actual prejudice to the Indemnifying Party, in which case the Indemnifying Party shall be released only to the extent of such prejudice.

9.8 The obligations and liabilities of an Indemnifying Party under Section 9.5 with respect to Losses arising from Third Party Claims shall be governed by and contingent upon the following additional terms and conditions: The Indemnifying Party shall acknowledge, in writing, its obligation to indemnify the Indemnified Party hereunder against any Losses that may result from such Third Party Claim, at its expense and through counsel of its choice, and give notice of its intention to do so to the Indemnified Party within thirty (30) days of the receipt of such notice from the Indemnified Party; provided however, that if there exists or is reasonably likely to exist a conflict of interest

that would make it inappropriate in the judgment of the Indemnified Party for the same counsel to represent both the Indemnified Party and the Indemnifying Party, then the Indemnified Party shall be entitled to retain its

own counsel, in each jurisdiction for which the Indemnified Party determines counsel is required, at the expense of the Indemnifying Party. Each party shall cooperate, and shall use its best efforts to cause its affiliates, officers, directors, employees, and agents to cooperate, with the other in any such defense and make available, at the other party's expense, all witnesses, pertinent records, materials, and information in its possession or under its control and shall use its best efforts to cause its affiliates, officers, directors, employees, and agents to make available to the other party, at the other party's expense, all witnesses, pertinent records, materials and information in the possession or under the control of any of them, relating thereto as is reasonably required by the other party. No such Third-Party Claim may be settled by the Indemnifying Party without the prior written consent of the Indemnified Party, which consent may not be unreasonably withheld.

10. EXCLUSIVE AGREEMENT

IPM shall be Client's exclusive provider of pharmacy benefit management services and the Services, and Client may not contract with any other organization for any services relating to the subject matter of this Agreement during the term or extension thereof. This provision shall not prohibit IPM from entering into agreements with other potential clients, including competitors of Client, and other providers of pharmacy services, either directly or indirectly.

11. GOVERNING LAW

This Agreement will be governed and construed according to the internal laws of the State of Texas excluding its choice of law provisions and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise shall likewise be governed by the laws of the State of Texas excluding its choice of law principles.

12. NOTICES

All notices, requests, demands and other communications provided for hereunder will be in writing and will be deemed duly given if (i) delivered in person; (ii) sent by Federal Express or other nationally recognized overnight delivery service, charges paid by the sender, or (iii) deposited in the United States mail, first class, registered or certified, any of which including return receipt requested, with proper postage prepaid as follows:

If to Client, to:

Williamson County, Texas, a political subdivision of the State of Texas

Attn: _____,
Name Title

355 Texas Avenue
Round Rock, TX 78664

If to IPM, to:

Melissa Hawkins, Chief Strategy Officer
7815 N. Palm Ave.
Suite 400
Fresno, CA 93711

Any party may change its address for such communications by giving notice to the other in conformity with this section.

13. FURTHER ASSURANCES

Each party agrees to cooperate fully with the other party and to execute such further instruments, documents, and agreements and to give such further written assurances, as may be requested by any other party, to better evidence

and reflect the transactions described herein and contemplated hereby, and to affect the intents and purposes of this Agreement.

14. ATTORNEYS' FEES AND COSTS

If either party seeks to enforce its rights or remedies hereunder by litigation, or otherwise, the prevailing party will be entitled to reasonable attorneys' fees, expenses and costs incurred in connection with the litigation.

15. SEVERABILITY

In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

16. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement will be construed to create an employer-employee, joint venture, partner, agent, or any other relationship between IPM and Client except that of independent contractors.

17. EXECUTION IN COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original agreement, but all of which together will constitute the same instrument.

18. AMENDMENTS AND MODIFICATIONS

Except as otherwise set forth herein, this Agreement may be amended, modified, or supplemented only by mutual consent set forth in writing duly signed by the parties hereto.

19. COMPLIANCE WITH LAW; CHANGE IN LAW

19.1 Each party is responsible for ensuring its compliance with any Laws applicable to its business, including any necessary licenses and permits. If Client is subject to the provisions of the Employee Retirement Income Security Act ("ERISA"), Client will ensure that all of its activities comply with ERISA. No party shall make payments or perform services under this Agreement that would be prohibited by Law. This Agreement shall not be construed to induce or encourage the referral of patients, and no payment made pursuant to this Agreement or any other agreement between Client and IPM shall be construed to induce the purchase, lease, order or arrangement for the furnishing of healthcare products or services.

19.2 The parties will attempt to equitably adjust the terms of this Agreement, which may include a pricing adjustment, to take into account any Change in Law or any change in drug industry practice that materially alters the rights or obligations of either party under this Agreement (for example, if a Change in Law causes IPM's performance of its duties under this Agreement to become materially more burdensome or expensive). If the parties are unable to agree upon an equitable adjustment within sixty (60) days after either party notifies the other of such a Change in Law or material change in drug industry practice, then this Agreement will automatically terminate. For purposes of this provision, a "Change in Law" means any (i) change in or adoption of any law, (ii) change in the judicial or administrative interpretation of any Law, or (iii) change in the enforcement of any Law, occurring after the Effective Date.

20. ASSIGNMENT

No party may assign its rights or obligations under this Agreement to a third party without the prior written consent of the other party which shall not be unreasonably withheld. Assignment of the Agreement to a wholly owned or controlled subsidiary of IPM or a successor entity under common control in management with IPM does not constitute assignment to a third party.

21. THIRD PARTY BENEFICIARY

This Agreement is not intended to create, nor will it be deemed to create, any third-party beneficiary rights including, without limitation, in Covered Persons, whose rights are determined solely by the terms of the Description of Coverage.

22. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties with respect to the matters covered hereby and will supersede all previous written, oral or implied understandings among them with respect to such matters.

23. FORCE MAJEURE

If either party is prevented from carrying out its obligations under this Agreement, except for payment obligations, by acts of war, civil unrest, riots, fire, labor actions, earthquakes or other acts of nature, by any cause that is beyond the reasonable control of either party, by an adverse judgment of a court of appropriate jurisdiction or an adverse decision, or by any act of a Federal, state or local political or regulatory body or agency thereof (each a “Force Majeure Event”), then such party will be relieved of its obligations under this Agreement. If either party is unable to perform for sixty (60) days from the date of the Force Majeure Event, then that party may terminate this Agreement, except as mutually agreed upon by the parties.

24. TAXES

In the event that Client, the Plans, or any obligations under this Agreement, including without limitation the payment of rebate amounts, are subject to any form of governmental or regulatory charges, including any premium taxes, insolvency fees, guarantee fund fees, sales taxes, or any similar charges (excluding taxes based on the net income of IPM), such charges will be the sole responsibility of Client. All such charges will be included in the monthly invoice to Client. Client will defend, indemnify, and hold harmless IPM from the payment of such charges.

25. WAIVERS

The waiver by either party of one or more defaults on the part of the other party in the performance of any obligations under this Agreement will not be construed to operate as a waiver of any subsequent defaults.

26. MEDIATION

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

25. RIGHT TO AUDIT

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



**Integrated
Prescription
Management**

INTENDING TO BE LEGALLY BOUND, the parties have duly executed this agreement as of the Effective Date.

Integrated Prescription Management

Williamson County, Texas, a political subdivision of the State of
Texas

Signature

Signature

Melissa Hawkins/ Chief Strategy Officer

Print Name/Title

Print Name/Title

07/20/2022

Date

Date

EXHIBIT A FEES

Indigent Program Population

Retail Pharmacy Fees:

Brand: AWP less 15% plus \$2.50 dispensing fee

Generic:** AWP less 50%, U&C or Generic MAC (GER Performance of 80% discount off AWP) plus \$2.50 dispensing fee;

Additional Fees:

Plastic ID Cards: \$0.00

Universal Claim Forms (Manual Forms): \$0.00

Coordination of Benefits: \$0.00

Eligibility Updates: \$0.00

Prior Authorizations: \$0.00

Standard Reporting: \$0.00

Clinical Review: \$0.00

Account Manager Site Visits: \$0.00

Definitions:**

AWP – Average Wholesale Price: Typically set by the Manufacturer, used as a pricing point for processors and payors.

Single Source Generics: (Also fall into NON MAC Category)

A drug where the manufacturer has the sole right to produce the generic version of that drug for anywhere from six months to one year. The price of the drug will be lower than the brand drug. However, since there's only one other company selling the drug, it will not be much cheaper than its branded equivalent.

MAC Generics: As most generic drugs fall into this category, these drugs are defined as products with three or more versions of the product related therapeutically equal (A-rated) no matter what the ratings of other versions (B-rated) and at least three suppliers are listed in the current editions of published national compendia.

MAC: MAC is a term that means 'Maximum Allowable Cost'. A "Maximum allowable cost" or "MAC" list generally refers to a payer or PBM-generated list of products that includes the upper limit or maximum amount that a plan will pay for generic drugs and brand name drugs that have generic versions available (multi-source brands). Essentially, no two MAC lists are alike and each PBM picks and chooses products for their MAC lists, using different criteria to derive and apply prices to the list.

Usual & Customary (U&C): Actual retail prices that pharmacies charge to cash-paying consumers for prescription drugs. "Example: \$4 WalMart Discount Drug list; \$3.99 Brookshire Discount Drug list, \$5 HEB Discount Drug List

****Not all discount lists are captured by PBM. Example: IF retailer offers a club or membership to participate, this U&C would not transmit as U&C to PBM."**

GER: Generic Effective Rate: Generic effective rate is a calculation to verify that contract and performance guarantees are being met with regard to the overall pricing of generic claims. Quarterly reports will be provided to report back the performance of GER.



Integrated
Prescription
Management

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made between Integrated Prescription Management, Inc., whose principal place of business is 7815 N. Palm Ave, Suite 400, Fresno California 93711 and Williamson County and Cities Health District. This Agreement is for the purpose of addressing the measures that the Parties will take to protect the confidentiality of certain health information that either Party may deliver to the other, or that one Party may receive on behalf of the other. This Agreement is to be in effect as of September 1, 2022 and shall continue until terminated as herein provided.

WHEREAS, the disclosure of certain health-related information is regulated by the provisions of 45 U.S.C. §§1171 et seq., enacted by (i) the *Health Insurance Portability and Accountability Act of 1996* and the regulations promulgated thereunder (collectively referred to as “HIPAA Implementing Regulations”); (ii) Title XIII of the *American Recovery and Reinvestment Act of 2009 (ARRA)* entitled *Health Information Technology for Economic and Clinical Health Act* (“HITECH”) 42 U.S.C. §§17921, et seq.; and (iii) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules as issued on January 25, 2013 and effective March 26, 2013, 75 Fed Reg 5566, (“the Final Regulations”). The Implementing Regulations, the HITECH Act, and the Final Regulations are collectively referred to in this Agreement as “the HIPAA Requirements”.

WHEREAS, in performance of their contractual obligations to each other, or to other third parties, the Parties may exchange Protected Health Information (“PHI”, as that term is defined by the HIPAA Requirements) in connection with health benefit plans or administration services;

WHEREAS, one Party may receive or disclose PHI on behalf of the other Party in connection with those contractual obligations;

WHEREAS, the Parties desire that this Agreement accurately reflect the requirements of the HIPAA Requirements as they apply to the disclosure and breach of PHI; and

WHEREAS, the Parties agree to incorporate into this Agreement any regulations issued by the U.S. Department of Health & Human Services (“DHHS”) with respect to the HIPAA Requirements that relate to the obligations of either Party and that are required to be reflected in a Business Associate Agreement. The Parties recognize that they are obligated by law to meet the applicable HIPAA Requirements and that each Party has direct liability for any violation of the HIPAA Requirements.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions

1.1. Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Requirements: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (“PHI”), Electronic



Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean both Parties, individually and jointly.
- (b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean both Parties, individually and jointly.
- (c) HIPAA Requirements. “HIPAA Requirements” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Obligations and Activities of Parties

Parties agree to:

- (a) Not use or disclose PHI other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- (c) Report to the other Party, within ten (10) business days, any known use or disclosure of PHI not permitted under the Agreement, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors or service suppliers that create, receive, maintain, or transmit PHI on behalf of the Party agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information and execute a written Business Associate Agreement reflecting same;
- (e) Make PHI available in a designated record set to the other Party or to the “individual or the individual’s designee” as necessary to satisfy either Party’s obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to PHI in a designated record set as directed or agreed to by the other Party pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy the other Party’s obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the other Party or “individual” as necessary to satisfy either Party’s obligations under 45 CFR 164.528; and
- (h) To the extent either Party is to carry out one or more of the other Party’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the other Party in the performance of such obligation(s).

3. Permitted Uses and Disclosures by Business Associate

- (a) Each Party may use or disclose PHI only for any lawful purpose and as required for the performance of that Party's obligations under any contract or agreement related the

administration of or providing of services to, a health care plan, and only if the disclosure is in compliance with the HIPAA Requirements.

Except as otherwise limited in this Agreement, the Parties may disclose PHI to either Party's other Business Associates or vendor of personal health records, provided that such use or disclosure would not violate any Privacy Rule and that the other entity has executed a written Business Associate Agreement with the Party.

- (b) The Parties may use or disclose PHI as required by law.
- (c) The Parties agree to make uses and disclosures and requests for PHI consistent with the other Party's minimum necessary policies and procedures.
- (d) Neither Party may use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the other Party.
- (e) Either Party may use PHI for the proper management and administration of that Party or to carry out the legal responsibilities of that Party.
- (f) Each Party may disclose PHI for the proper management and administration of that Party or to carry out the legal responsibilities of that Party, provided the disclosures are required by law, or the Party obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Party of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Provisions for Party to Inform Other Party of Privacy Practices and Restrictions

- (a) Each Party shall notify the other Party of any limitation(s) in the notice of privacy practices of that Party under 45 CFR 164.520, to the extent that such limitation may affect the other Party's use or disclosure of PHI.
- (b) Each Party shall notify the other Party of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect that Party's use or disclosure of PHI.
- (c) Each Party shall notify the other Party of any restriction on the use or disclosure of PHI that the Party has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect the Party's use or disclosure of PHI.

5. Permissible Requests by Parties

Neither Party shall request the other Party to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 (or any other HIPAA Requirements) if done by covered entity.

6. Investigations

The Parties shall make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the United States Department of Health and Human Services (the “Secretary”) for purposes of determining the Parties’ compliance with applicable law. A Party

shall immediately notify the other Party in the event they receive or are otherwise notified of any request by the Secretary to conduct an investigation of the use or disclosure of PHI.

7. Audit Rights

(a) **Right to Audit.** Either Party, or its representative, shall be entitled after ten (10) business days’ prior written notice to the other Party, to audit that Party to verify their compliance with the terms of this Agreement. The auditing Party shall be entitled and enabled to inspect the records and other information relevant to the audited Party’s compliance with the terms of this Agreement. The auditing Party shall conduct its review during the normal business hours of the audited Party and shall have the right to conduct the audit in any reasonable manner which does not unreasonably interfere with the audited Party’s normal operations.

(b) **Obligation to Maintain Records.** The Parties shall produce and maintain accurate and complete records of all receipts, transmissions, uses, and disclosures of PHI subject to HIPAA and HITECH reporting standards, throughout the term of any contracts between the Parties, or for such longer period as may be Required by Law. The Parties shall maintain all records and other information in a safe and secure environment and in compliance with applicable laws. The Parties shall maintain all records and other information with a system of audit trails and controls sufficient to allow either Party to confirm the other Party’s compliance with any requirements or regulations enforced by the Secretary.

8. Term and Termination

(a) Term. The Term of this Agreement shall terminate when all PHI exchanged between the Parties or received by one Party on behalf of the other Party, is destroyed. Or, if it is not reasonably feasible to destroy the PHI, all protections created by this Agreement shall be extended to that PHI, or the date either Party terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Either Party may terminate this Agreement if that Party determines that the other Party has violated a material term of the Agreement (c) Obligations of Parties Upon Termination.

Upon termination of this Agreement for any reason, each Party, with respect to PHI received from the other Party, or created, maintained, or received by the Party on behalf of the other Party, shall:

1. Retain only that PHI which is necessary for the Party to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to the other Party the remaining PHI that the Party still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as the Party retains the PHI;

4. Not use or disclose the PHI retained by the Party other than for the purposes for which such PHI was retained and subject to the same conditions which applied prior to termination; and
5. Return to the other Party the PHI retained by the Party when it is no longer needed by the Party for proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of both Parties under this Section shall survive the termination of this Agreement.

9. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Requirements means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement as is necessary to allow the Parties to meet their contractual obligations to comply with the requirements of the Privacy Rule or any other HIPAA Requirement. In the event of any amendment to HIPAA or HITECH or any other Privacy-related Rule, this Agreement will be deemed by all Parties to concurrently adopt such amendments and incorporate them in this Agreement as necessary to comply with such regulation or amendment. Such modifications to this Agreement will immediately be effective without the necessity of a signed amendment.
- (c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Requirements.

10. Indemnification

In the event a Party negligently allows the improper or unauthorized use, disclosure or breach of PHI, that Party agrees to defend and indemnify the other Party and hold it harmless from and against any and all claims, causes of action, losses, liabilities, damages and expenses, including court cost and attorneys' fees, to the extent that such claims, causes of action, losses, liabilities, damages and expenses which arise from such improper or unauthorized use or disclosure.

11. Obligations of Party's Subcontractors, Vendors and Other Third Parties

The Parties agree that as required by the HIPAA Requirements, each Party will enter into written Business Associate Agreements with all other Business Associates, or vendors or other third parties with access to PHI, that requires them to comply with Privacy and Security Rule provisions of this Agreement in the same manner as required of Parties, and notifies that Business Associate that they will incur liability under the HIPAA Requirements for non-compliance with such provisions. The Parties will assure that all other Business Associates provide written agreement to the same privacy and security restrictions, conditions and requirements that apply to the Parties regarding PHI.

Amendment To Pharmacy Benefit Management Services

Integrated Prescription Management, Inc. ("IPM") and Williamson County, Texas ("Client") entered into a Pharmacy Benefit Management Agreement with an Effective Date of September 1, 2022 (the "Agreement"). This Amendment to Pharmacy Benefit Management Agreement is made and entered into as of January 1, 2023.

WHEREAS, IPM and Client have entered into the Agreement in which IPM provides pharmacy benefit management services to Client; and

WHEREAS, the Parties desire to amend the Original Agreement rates to align with Texas Health Human Services rate standard requirement effective January 1, 2023;

NOW THEREFORE, in consideration of the mutual promises and conditions contained here under and for other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Rates: This agreement will initiate new program rates to align with Texas Health Human Services drug pricing standards; (Pharmacy Cost * Quantity Dispensed) + \$7.93) / .9804

The ingredient cost is equal to the National Average Drug Acquisition Cost (NADAC) price, or (WAC minus 2 percent) if NADAC pricing is not available. Billing for legend drug and non-legend drug (OTC) prescriptions are to be billed the lesser of the following:

1. Actual Acquisition Cost (AAC) plus a dispensing fee of \$7.93
2. The Usual and Customary (UAC) price charged the general public
3. The Gross Amount Due (GAD), if provided

IPM will ensure to capture the various pricing points to enforce compliance with the new rates standard. As a Pharmacy Benefits Manager (PBM) providing services with the new rate standard, a network fee to administer PBM services will be applied at invoicing:

Static Fee (monthly) by Membership (*EXCLUDES CVS/Walgreens)	MEMBERS	MONTHLY FEE
Tier 1	1-10	\$50
Tier 2	11-25	\$125
Tier 3	26-50	\$450
Tier 4	51-100	\$650
Tier 5	101-250	\$850
Tier 6	251-500	\$1,050
Tier 7	500+	\$1,500

Static Fee (monthly) by Membership (*INCLUDES CVS/Walgreens)	MEMBERS	MONTHLY FEE
Tier 1	1-10	\$125
Tier 2	11-25	\$250
Tier 3	26-50	\$750
Tier 4	51-100	\$950
Tier 5	101-250	\$1,350
Tier 6	251-500	\$1,500
Tier 7	500+	\$2,050

Ingredient costs may differ by the type of pharmacy and the benchmark for drug pricing is primarily the National Average Drug Acquisition Cost (NADAC), the benchmark of retail pharmacy acquisition costs developed by CMS as previously discussed. HHSC uses a drug's wholesale acquisition cost (WAC) price when NADAC pricing is unavailable.

WITNESS WHEREOF, the Parties have caused this Addendum to be executed as of the Effective Date.

**INTEGRATED PRESCRIPTION
MANAGEMENT, INC.**



Melissa Hawkins (Jun 7, 2023 17:11 CDT)

Signature

Melissa Hawkins

Name

Chief Strategy Officer

Title

06/07/2023

Date

WILLIAMSON COUNTY, TEXAS

Signature

Name

Title

Date

Commissioners Court - Special Session**20.****Meeting Date:** 07/10/2023

Approval of Services Contract with GNZ Mobile Solutions LLC for Mobile Home Transportation for Parks Department

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

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Services Contract #2023246 between GNZ Mobile Solutions LLC and Williamson County for Mobile Home Transportation in the amount of \$11,600.00 and authorize the execution of the services contract.

Background

This project is for the transportation and installation of one (1) Mobile Home, from: 800 Stubblefield Ln., Liberty Hill, TX, to 400 Borho Leander, TX in Southwest Regional Park. The proposal includes a detailed scope of work in the amount of \$11,600.00. Quotes were obtained for this project. Funding Source is 01.0100.0510.004100. The department point of contact is Keith Geer.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Contract and Estimate

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 07/06/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

07/06/2023 08:57 AM

07/06/2023 09:19 AM

Started On: 07/05/2023 03:32 PM

WILLIAMSON COUNTY SERVICES CONTRACT

(GNZ Mobile Solutions LLC)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, estimates, 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 **GNZ Mobile Solutions LLC** (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 Estimate being marked as **Exhibit "A,"** which is incorporated herein to the extent the Estimate 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.

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 Estimate, and being marked **Exhibit "A,"** which is incorporated to the extent the Estimate meets or exceeds the requirements of County's solicitation, if applicable;
- 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

Judge Bill Gravell, Jr.

County Judge

Date: _____, 20____

SERVICE PROVIDER:

GNZ Mobile Solutions LLC

Name of Service Provider

Cristian G

Authorized Signature

Cristian Gonzalez

Printed Name

Date: July 5th, 2023

Project Completion Date: The Services set out in Exhibit "A" shall be completed by Service Provider on or before forty-five (45) calendar days.

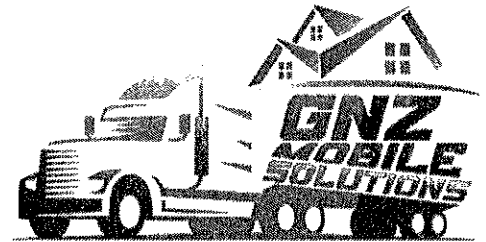
Cooperative Purchasing Contract or Agreement (if applicable): _____

Exhibit “A”
Estimate

ESTIMATE

GNZ Mobile Solutions
214 Maldonado Trl.
Del Valle, TX 78617

gnzmobilesolutions@gmail.com
+1 (512) 775-6994



Keith Geer

Bill to

Keith Geer
Williamson County
219 Perry Mayfield
Leander, Tx 78641

Estimate details

Estimate no.: 4444
Estimate date: 07/03/2023

Product or service		Amount
1. transportation	2 units × \$800.00	\$1,600.00
From: 800 Stubblefield Ln. Liberty Hill, TX 78642 To: 400 Borho Leander, TX 78641		
Escort will be included Both Moving Permits Included		
2. Removal of home in Liberty Hill	1 unit × \$2,200.00	\$2,200.00
This includes: Prepping the home for transportation and removal of tree branches along the street.		
3. Installation of new home in Leander	1 unit × \$3,000.00	\$3,000.00
This includes: Installation, leveling, tie down, & anchoring of the home. Clean up the site 2-year warranty for level of home		
4. House Cat	2 units × \$400.00	\$800.00
House cat will be needed, to bring home on to the street from 800 Stubblefield Ln. Liberty Hill, TX 78642 House Cat will be needed at Leander location to set new home in place.		
5. Plastic	3 units × \$100.00	\$300.00
Plastic will be added under home before placing piers		
6. Extra Material	1 unit × \$700.00	\$700.00
This includes: extra Mobile home concrete pad blocks Solid concrete blocks Regular weight blocks Tie down straps		

Anchors

NOTE: majority of the current blocks will be reused.

7.	Mobile Home Skirting	1 unit × \$3,000.00	\$3,000.00
	Cement Board Skirting for 170 feet around Home		

NOTE: This will have to be done after you have your electrical and water connections from city restored

Total	\$11,600.00
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Commissioners Court - Special Session**21.****Meeting Date:** 07/10/2023

Authorize Issuing RFP #23RFP93 Construction Manager at Risk (CMAR) for Justice Complex Improvements for Facilities Management

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

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Construction Manager at Risk (CMAR) for Justice Complex Improvements, under RFP #23RFP93. Funding Source is P476.

Background

Williamson County is seeking proposals from experienced firms to provide professional Construction Manager at Risk (also referred to herein as "CMAR") services for Justice Complex Improvements, utilizing the one-step method pursuant to Texas Government Code 2269.253. Construction Estimated Budgeted amount: \$3,600,000.00. Trenton Jacobs is the Point of contact. Funding source for P476;3; 2022 CIP

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.

Form Started By: Johnny Grimaldo
Final Approval Date: 07/05/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

07/05/2023 12:56 PM
07/05/2023 03:11 PM
Started On: 06/29/2023 11:19 AM

Commissioners Court - Special Session**22.****Meeting Date:** 07/10/2023

Award RFQ 23RFSQ61 Williamson County Regional Animal Shelter (WCRAS) Expansion Feasibility Study to Quorum Architects, Inc for Facilities Management

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

Agenda Item

Discuss, consider, and take appropriate action on awarding 23RFSQ61 Williamson County Regional Animal Shelter (WCRAS) Expansion Feasibility Study to Quorum Architect, Inc. in the amount of \$42,000.00 and executing the agreement.

Background

Williamson County sent out over 7,800 notifications with 107 document takers and received 3 submittals. The evaluation committee evaluated and negotiated with the top-ranking firm and recommends awarding 23RFSQ61 to Quorum Architects, Inc. The City of Georgetown is to reimburse Williamson County for said services per the Interlocal Agreement approved on March 21, 2023, item No.55. The funding source is 01.0545.0545.004100 and the point of contact is Trenton Jacobs.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Professional Services Agreement
Recommendation Letter
Scoring Summary

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.

Reviewed By

Joy Simonton
Becky Pruitt

Date

07/06/2023 11:41 AM
07/06/2023 11:45 AM
Started On: 07/06/2023 09:55 AM

Form Started By: Johnny Grimaldo
Final Approval Date: 07/06/2023

PROJECT: Williamson County Regional Animal Shelter (WCRAS)
Expansion Master Plan (“Project”)

Quorum Architects, Inc. (“A/E”)
Kim Dowdy-Hickman, Principal, Director of Animal Care Design
825 W. Vickery Blvd., Suite 100
Fort Worth, TX 76104

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

RECITALS

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

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

ARTICLE 1 SCOPE OF AGREEMENT

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

ARTICLE 2 CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

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

2.2 Existing Information.

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

2.3 Project Documents.

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

2.3.1

2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), including latest revisions

2.3.2

Americans with Disabilities Act (ADA)

2.3.3

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

2.3.4

Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3

NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.

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

3.2 Debarment Certification.

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

3.3 Financial Interest Prohibited.

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

ARTICLE 4

CHARACTER AND SCOPE OF SERVICES

4.1

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

4.2

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

4.2.1

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

4.2.2

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

4.2.3

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

ARTICLE 5 TIME FOR PERFORMANCE

5.1 Commencement.

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

5.2 Duration.

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

ARTICLE 6 COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Forty-Two Thousand Dollars (\$ 42,000)** hereinafter called the "Basic Fee".

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

6.2 Expenses.

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

to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Zero Dollars (\$ 0)**.

ARTICLE 7 ADDITIONAL SERVICES AND CHARGES

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

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

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

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

8.1 Time of Payment.

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

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

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

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

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

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

8.2 Prompt Payment Policy.

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

8.2.1

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

8.2.2

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

8.2.3

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

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

ARTICLE 9 PROJECT TEAM

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

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

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

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

Quorum Architects, Inc.
Kim Dowdy-Hickman, Principal, Director of Animal Care Design
825 W. Vickery Blvd., Suite 100
Fort Worth, TX 76104

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

ARTICLE 10 NOTICE

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

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

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

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: Quorum Architects, Inc.
825 W. Vickery Blvd., Suite 100
Fort Worth, TX 76104

Attention: Kim Dowdy-Hickman
Principal, Director of Animal Care Design

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

ARTICLE 11 PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested

by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

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

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

11.1

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

11.2

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

ARTICLE 12 CHANGES IN COMPLETED BASIC SERVICES

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

ARTICLE 13

REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

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

13.1.1 Submittal.

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

13.1.2 Completion.

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

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

13.1.3 Acceptance.

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

13.1.4 Final Approval.

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

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

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

13.4 County's Reliance on A/E.

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

ARTICLE 14 SUSPENSION

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

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

ARTICLE 15 VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16 TERMINATION

This Agreement may be terminated as set forth below.

16.1

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

16.2

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

16.3

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

16.4

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

16.5

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

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

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

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

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

ARTICLE 17 USE OF DOCUMENTS

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

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

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that

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

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

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

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

ARTICLE 18

PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19 SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20 MODIFICATIONS

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

ARTICLE 21 COMPLIANCE WITH LAWS

21.1 Compliance.

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

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

21.2 Taxes.

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

ARTICLE 22 INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

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

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

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

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE

CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23 PROFESSIONAL'S RESPONSIBILITIES

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

ARTICLE 24 PROFESSIONAL'S SEAL

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

ARTICLE 25 INSURANCE

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

25.1 Coverage Limits.

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

25.1.1

Worker's Compensation in accordance with statutory requirements.

25.1.2

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

25.1.3

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

25.1.4

Professional Liability Errors and Omissions Insurance in the amount of \$ 2,000,000 per claim.

25.2 Additional Insureds; Waiver of Subrogation.

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

25.3 Premiums and Deductible.

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

25.4 Commencement of Work.

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

25.5 Insurance Company Rating.

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

25.6 Certification of Coverage.

A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other**

notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

25.7 No Arbitration.

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

25.8 Subcontractor/ Subconsultant's Insurance.

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

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

25.9 Insurance Policy Endorsements.

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

25.9.1

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

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

25.10.1

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

25.10 Cost of Insurance.

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

ARTICLE 26 SUCCESSORS AND ASSIGNS

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

ARTICLE 27 SEVERABILITY

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

ARTICLE 28 PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 29 A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to

be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30 GENERAL PROVISIONS

30.1 Time is of the Essence.

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

30.2 Force Majeure.

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

30.3 Enforcement and Venue.

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

30.4 Standard of Performance.

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

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or

over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

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

30.8 Gender, Number, and Headings.

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

30.9 Construction.

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

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or

alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

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

30.14 Appropriation of Funds by County.

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

ARTICLE 31 DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding

mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32 EQUAL OPPORTUNITY IN EMPLOYMENT

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

ARTICLE 33 MERGER

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

ARTICLE 34 PUBLIC CONTACT

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

ARTICLE 35 A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36 SIGNATORY WARRANTY

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

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

A/E:

Quorum Architects, Inc.

By: Kim Hickman

Signature

Kim Dowdy-Hickman
Printed Name

Principal
Title

Date Signed: 7/6/23

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

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

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

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

GENERAL REQUIREMENTS

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

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

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Exhibit C – Production Schedule. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **fourteen (14) days** of completion of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

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

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a

minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

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

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

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

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

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

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

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

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

SCOPE OF WORK:

Williamson County Regional Animal Shelter - 1092
1855 SE Inner Loop
Georgetown, TX 78626
0545.4100

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

Phase I – MASTER PLAN – Needs Assessment, Concept Design and Opinion of Cost

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

- A. Investigate site/facility and verify known existing or available utility locations.
- B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.
- C. Meet with City of Georgetown Planning Department to discuss standards, ordinances, and other development requirements that may affect design and cost.
- D. Meet with the Williamson County Regional Animal Shelter (WCRAS) Board of Directors and Georgetown Animal Services to gather information and needs of facility to address capacity, spaces, processes, etc.
- E. Develop a Needs Assessment for the current WCRAS members plus the Georgetown Animal Shelter compounded for growth to the year 2035. These needs shall include but not be limited to parking requirements, functional and spatial relationships of administrative, support, clinical, stray, impound, isolation, quarantine and adoptive spaces for dogs, cats, and exotic species.
- F. Develop a Site Assessment to determine the maximum buildout of facilities on the WCRAS property.
- G. Compare both assessments to develop a Master Plan for the WCRAS system and property to determine, define, and illustrate:
 - a. if the current site can support the projected and combined needs of all existing and new WCRAS member agencies in the year 2035;
 - b. how the modification of existing facilities and/ or construction of a new facility can meet the projected and combined needs of all existing and new

WCRAS member agencies in the year 2035.

- H. Develop a high-level Design Concept (program and illustration) of a new facility that meets the projected and combined needs of all existing and new WCRAS member agencies in the year 2035.
- I. Develop an Opinion of Probable Cost for Bond funding that includes construction, design, and contingency budgeting.
- J. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B
FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

\$	42,000
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 100%

100%

Quorum Architects	\$	42,000
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Phase I - MASTER PLAN

\$	42,000
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 100%

Quorum Architects

\$	42,000
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EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Fifty (50) calendar days** from the date of this Agreement.

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

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date

07/10/23

Phase I - MASTER PLAN

Needs Assessment summary to WCRAS Board and City of Georgetown	07/24/23
Master Plan, Conceptual Design and Opinion of Cost deliverables	08/07/23
City of Georgetown Agenda Posting	08/11/23
City of Georgetown Bond Election Meeting	08/15/23

All services shall be complete on, or before:

08/29/23

EXHIBIT D

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

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

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

1. Invoices and Affidavits

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

2. Travel Reimbursement

- 2.1** The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.
- 2.2** The County will only cover costs associated with travel as documented work for the County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3** No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4** Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5** Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6** The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7** The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8** Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9** The County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

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

3. Meals

- 3.1** Meal reimbursements are limited to a maximum of \$59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.
- 3.2** Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3** Meals are reimbursable only to vendors who do not have the necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.
- 3.4** The County will not reimburse for alcoholic beverages.
- 3.5** Tips are reimbursable but must be reasonable to limitation of meal allowance.
- 3.6** No meals purchased for entertainment purposes will be allowed.
- 3.7** Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1** Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

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

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to the County as back up for the request for reimbursement.

- 6.6** Insurance purchased when renting vehicle may also be reimbursed.
- 6.7** Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1** Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2** Per code of **Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d)**, all expense reimbursement requests must include the following:
 - 7.2.1 Date
 - 7.2.2 Destination
 - 7.2.3 Purpose
 - 7.2.4 Name of traveler(s)
 - 7.2.5 Correspondence that verifies business purpose of the expense
- 7.3** The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4** Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5** Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6** Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7** Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.
- 7.8** When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9** Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)

10.5 Movie rentals

10.6 Damage to personal items

10.7 Flowers/plants

10.8 Greeting cards

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

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

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

Quorum Architects, Inc.

Kim Hickman

Signature of Certifying Official

Kim Dowdy-Hickman

Printed Name of Certifying Official

Principal

Title of Certifying Official

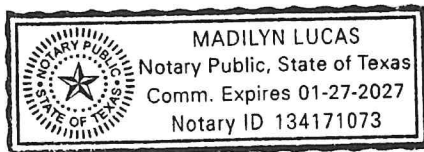
7/6/23

Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Madilyn Lucas
Signatory Name
the office admin of Quorum, on behalf of said firm.
Signatory Title Entity Name



[Signature]

Notary Public in and for the
State of Texas

My commission expires: 1/27/23

EXHIBIT F
CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

July 6, 2023



Joy Simonton, Purchasing Agent
Wilco Purchasing Department
301 Wilco Way
Georgetown, TX 78626

Re: 23RFSQ61
Williamson County Regional Animal Shelter (WCRAS) Expansion Master Plan
Recommendation of Agreement Award

After independently and collectively reviewing qualification submissions, and conducting an interview with the lead candidate, the evaluation committee found Quorum Architects, Inc. to be the best-suited candidate to develop the highest-quality WCRAS Expansion Master Plan. It is the recommendation of the evaluation committee to award the WCRAS Expansion Master Plan project to Quorum Architects, Inc.

The Wilco Facilities Department recommends that the Williamson County Commissioners Court award the Professional Services Agreement to Quorum Architects, Inc. based on the committee's evaluation.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Trenton H. Jacobs'.

Trenton H. Jacobs
County Architect, Facilities Department



Scoring Summary

Active Submissions

	Total	Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Experience of the Firm in providing Master Planning and Architectural Services.	Experience of the Firm Staff in Animal Shelter Facility Planning and Design.	Previous performance on Public Agency projects
Supplier	/ 100 pts	Pass/Fail	/ 40 pts	/ 40 pts	/ 20 pts
Quorum Architects, Inc.	100 pts	Pass	40 pts	40 pts	20 pts
Animal Arts Design Studios, Inc.	94 pts	Pass	35 pts	40 pts	19 pts
McLemore Luong Architects, LLC	93 pts	Pass	35 pts	38 pts	20 pts

Commissioners Court - Special Session**23.****Meeting Date:** 07/10/2023

Authorize Issuing RFP #23RFP96 Landscape Maintenance Services for Facilities Management

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

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Landscape Maintenance Services for Williamson County under RFP #23RFP96.

Background

Williamson County is inviting interested parties to submit Proposals for Landscape Maintenance Services which includes, but not limited to mowing, edging, trimming or weed eating, turf fertilization, weed control, core aeration, debris removal, mulching, and tree and shrub care. Funding Source is 01.0100.0509.004810. Point of Contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Gretchen Glenn

Final Approval Date: 07/05/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

07/05/2023 01:06 PM

07/05/2023 03:11 PM

Started On: 06/29/2023 01:55 PM

Commissioners Court - Special Session**24.****Meeting Date:** 07/10/2023

Issuance of Non-binding Letter of Intent to Caldwell Country Chevrolet/Ford for Fiscal Year 2023-2024 Vehicles for Countywide Departments

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

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to issue a Non-binding Letter of Intent (LOI) to Caldwell Country Chevrolet/Ford to secure inventory from the fleet vehicle order banks and authorize execution of the LOI.

Background

To enhance Williamson County's vehicle acquisition strategy, the Purchasing Department and Fleet Committee seek to take part in the order bank cycle for fleet vehicles that opens in advance of the county's October 1st budget cycle.

To participate, fleet dealerships are requesting a Non-binding Letter of Intent (LOI) to secure inventory from the order banks. This LOI, issued in advance of an order bank opening, will be reflective of department's best guess as to what the county's vehicle order will look like in the fall after the budget approval process.

Only those vehicles approved by the Commissioner's Court during the budget process shall be purchased with a Purchase Order, however, in October. This strategy is anticipated to save months on vehicle delivery time.

Caldwell Country Chevrolet/Ford was the only respondent to IFB #23IFB26 Fleet Vehicles Fiscal Year 2023-2024 - Countywide Departments. The vendor is deemed responsive and is willing to accept the Letter of Intent in the manner described above. The Letter of Intent will be provided to Caldwell Country Chevrolet/Ford in the month of July 2023. After the Commissioner's Court approves the FY 24 budget, a Purchase Order will be issued to Caldwell Country Chevrolet/Ford for the approved vehicle order in October 2023.

Using an analysis from the Budget and Fleet Departments determining the estimated new and replacement vehicles the Letter of Intent has been drafted as attached and requires the Judge's signature. Ambulances are being considered separately as they are purchased using a different process.

Department Contacts: Joy Simonton and Kevin Teller.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Letter of Intent

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Joy Simonton

Final Approval Date: 07/05/2023

Reviewed By

Becky Pruitt

Date

07/05/2023 03:16 PM

Started On: 07/05/2023 11:28 AM



DATE: July 10, 2023
TO: Caldwell Country Chevrolet/Ford
FROM: Bill Gravell, Williamson County Judge
RE: Letter of Intent to Purchase 2024 Model Fleet Vehicles

Greetings,

This letter serves as notice of Williamson County's intent to purchase the following forty (40) vehicles in the 2023-2024 fiscal year:

- Twenty-six (26) Chevy Tahoe PPV's - Black; 2024 Model
- Two (2) F150 Pick-Up Trucks; Crew Cab – Black; 2024 Model
- One (1) F150 Pick-Up Truck; Crew Cab 4x4 – Dark Grey; 2024 Model
- Four (4) F150 Pick-Up Trucks; Ext Cab – White; 2024 Model
- One (1) F150 Pick-Up Truck; Crew Cab – White; 2024 Model
- Two (2) F150 Pick-Up Trucks; Crew Cab 4x4 – White; 2024 Model
- Two (2) F250 Pick-Up Trucks; Reg Cab – White; 2024 Model
- Two (2) F250 Pick-Up Trucks; Crew Cab – White; 2024 Model

Williamson County's fiscal year will not begin until October 1, 2023. As stated in previous discussions, this letter does not create or impose an obligation on Williamson County but is intended to assist in securing allocation of said vehicles in the upcoming order banks for these units and express the county's current intent.

This is a non-binding letter from Williamson County. All purchases are subject to appropriation through the FY 23-24 budget which may include all or none of said vehicles. The purchase will require Commissioner's Court approval. A Purchase Order will be issued in October of 2023 reflecting the approved purchase.

Please contact Joy Simonton directly with any questions, joy.simonton@wilco.org; 512-943-1555.

Bill Gravell, Williamson County Judge

Date

Commissioners Court - Special Session**25.****Meeting Date:** 07/10/2023

Authorize Issuing IFB #23IFB95 Hydrated Lime Slurry for Road and Bridge Department

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

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Hydrated Lime Slurry, under IFB #23IFB95.

Background

Williamson County is seeking qualified companies to provide for the purchase of Hydrated Lime Slurry and Quicklime, delivered, or delivered and spread evenly on projects within Williamson County. Material shall conform to Texas Department of Transportation (TxDOT) Departmental Materials Specifications DMS-6350 "Lime and Lime Slurry" and DMS-6330 "Pre-Qualification of Lime Sources." The budgeted amount is \$500,000.00. The Funding Source(s) 01.0200.0210.003597 (\$300,000.00) and 01.0200.0210.003551 (\$200,000.00.) The point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 07/05/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

07/05/2023 01:02 PM

07/05/2023 03:11 PM

Started On: 06/29/2023 11:21 AM

Commissioners Court - Special Session**26.****Meeting Date:** 07/10/2023

KFriese 21RFSQ14 WA1 SA1 On Call

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

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between K Friese + Associates and Williamson County dated May 31, 2022 for On Call Small Drainage and Small Roadway Projects. This supplemental is to increase the maximum amount payable to \$100,000.00. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

KFriese 21RFSQ14 WA1 SA1 On Call

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 07/05/2023

Reviewed By

Hal Hawes

Becky Pruitt

Date

06/30/2023 03:34 PM

07/05/2023 10:17 AM

Started On: 06/29/2023 10:18 AM

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Small Drainage and Small Roadway Projects

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 31, 2022** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **K Friese + Associates** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective **April 25, 2023** (the "Work Authorization");

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

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

AGREEMENT

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

- I. The maximum amount payable for services under the Work Authorization is hereby increased from **\$50,000.00** to **\$100,000.00**. The revised Work Schedule is attached hereto as Attachment "D" (must be attached).

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

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

.

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

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

FIRM:

By: Karen Friese
Signature

KAREN FRIESE
Printed Name

President
Title

6/27/23
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

County Judge
Title

Date

Attachment C - Work Schedule

K Friese + Associates will provide a work schedule for the assigned tasks.

Commissioners Court - Special Session**27.****Meeting Date:** 07/10/2023

Final plat for the D & S subdivision – Pct 4

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

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the D & S subdivision – Precinct 4.

Background

This subdivision consists of 2 lots and no new roads. It meets the requirements of a minor plat as defined in the subdivision regulations.

Timeline

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

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

2022-08-03 – 2nd submittal of final plat

2022-08-17 – 2nd review complete with comments

2022-09-09 – 3rd submittal of final plat

2022-09-22 – 3rd review complete with comments

2023-05-25 – 4th submittal of final plat

2023-06-09 – 4th review complete with comments

2023-06-12 – 5th submittal of final plat

2023-06-27 – 5th review complete with comments clear

2023-06-30 – 6th submittal of final plat with signatures

2023-07-05 – final plat placed on the July 5, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

final plat (minor) - D & S

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 07/05/2023

Reviewed By

Becky Pruitt

Date

07/05/2023 11:28 AM

Started On: 07/05/2023 11:12 AM

STATE OF TEXAS
COUNTY OF WILLIAMSON

§
KNOW ALL MEN BY THESE PRESENTS
§

D & S SUBDIVISION

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 29th DAY OF June
2023.

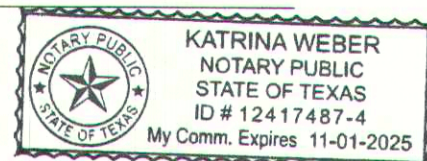
STATE OF TEXAS
COUNTY OF WILLIAMSON

§
KNOW ALL MEN BY THESE PRESENTS
§

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29th DAY OF June, 2023

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 11/1/2025



STATE OF TEXAS
COUNTY OF BELL §

§
KNOW ALL MEN BY THESE PRESENTS

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 30th DAY OF June, 2022

LINA CHTAY
REGISTERED PROFESSIONAL ENGINEER, NO. 107211

06-30-23
DATE



STATE OF TEXAS
MARCH, 2022
COUNTY OF WILLIAMSON

4.000 ACRES

BEGINNING AT A 1/2" IRON ROD (NORTH = 10,194,730.10 FEET, EAST = 3,242,231.81 FEET) FOUND AT THE NORTHWEST CORNER OF SUBJECT TRACT, SAME BEING AT THE SOUTHWEST CORNER OF A CALLED "3.01 ACRES" AS CONVEYED IN A WARRANTY DEED FROM JUANETTE SUSAN TO ARTHUR B. BAILEY AND MAGDA J. BAILEY DATED 01-25-2019 AS RECORDED IN DOCUMENT NO. 2019006247, ORPW AND AN INTERIOR CORNER OF SAID "65.86 ACRES", FOUND A 1/2" IRON ROD AT THE NORTHWEST CORNER OF SAID "3.01 ACRES", SAME BEING AN EXTERIOR CORNER OF SAID "65.86 ACRES" BEARING NORTH 21°55' 54" WEST A DISTANCE OF 251.93 FEET;

THENCE NORTH 68°08' 41"EAST WITH THE SOUTH LINE OF SAID "3.01 ACRES", SAME BEING THE LOWER NORTH LINE OF SAID "65.86 ACRES", A DISTANCE OF 522.16 FEET TO A FOUND ½"IRON ROD AT THE SOUTHEAST CORNER OF SAID "3.01 ACRES", SAME BEING AN EXTERIOR CORNER OF SAID "65.86 ACRES", IN THE WEST LINE OF COUNTY ROAD NO. 421; FOUND AN IRON STAKE AT THE NORTHWEST CORNER OF SAID "3.01 ACRES"BEARING NORTH 21°42' 58"WEST A DISTANCE OF 250.52 FEET:

THENCE SOUTH 21°42' 52"EAST WITH THE COMMON LINE OF SAID "65.86 ACRES" AND THE WEST LINE OF COUNTY ROAD NO. 421 A DISTANCE OF 333.69 FEET TO A SET ½"IRON ROD (ORANGE PLASTIC CAP "BTS") AT THE SOUTHEAST CORNER OF SUBJECT TRACT; FOUND A ½"IRON ROD AT THE NORTHEAST CORNER OF A CALLED "5.42 ACRES"AS CONVEYED IN A GENERAL WARRANTY DEED FROM EDWARD E. CARLSON, ET UX DORIS CARLSON, TO STEVE A. GING, ET UX DEBRA A. GING, DATED 03-20-1998 AS RECORDED IN DOCUMENT NO. 9815018 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY (ORWC), SAME BEING THE UPPER SOUTHEAST CORNER OF SAID "65.86 ACRES", BEARING SOUTH 21°42' 52"EAST A DISTANCE OF 482.85 FEET:

THENCE SOUTH 68°08' 41" WEST, OVER AND ACROSS SAID "65.86 ACRES", A DISTANCE OF 522.16 FEET TO A SET 1/2" IRON ROD (ORANGE PLASTIC CAP "BTS") AT THE SOUTHWEST CORNER OF SUBJECT TRACT:

THENCE NORTH 21°42' 52" WEST, OVER AND ACROSS SAID "65.86 ACRES", A DISTANCE OF 333.69 FEET TO THE PLACE OF BEGINNING CONTAINING ACCORDING TO THE DIMENSIONS HEREIN STATED AN AREA OF 4.000 ACRES OF LAND.

STATE OF TEXAS
COUNTY OF WILLIAMSON

§
KNOW ALL MEN BY THESE PRESENTS
§

I, BRUCE L. BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE WILLIAMSON COUNTY REGULATIONS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 28th DAY OF JUNE, 2022 2023

BRUCE L. BRYAN
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4249
STATE OF TEXAS

DATE 06-28-23



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 30
DAY OF June, 2023 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

FINAL PLAT

D & S SUBDIVISION

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090

FIRM No. 10128500

www.bryanttechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: JC	CHECKED BY: BLB
SCALE: NONE	APPROVED BY: BLB
PROJECT NO. 21-863	DATE: AUGUST 18, 2022

FINAL PLAT
D & S
SUBDIVISION

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

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

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THE CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

[Signature]
J. TERRON EVERTSON, P.E., D.R., C.F.M.
WILLIAMSON COUNTY ENGINEER

7/5/2023
DATE

NOTES:

1. 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 OWNERS.
2. WATER SERVICE IS PROVIDED BY: MANVILLE WATER
WASTEWATER SERVICE IS PROVIDED BY: OSSF.
3. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. **48491C0575F**, EFFECTIVE DATE 12/20/2019 FOR WILLIAMSON COUNTY, TEXAS.
4. IMPERVIOUS COVER WILL NOT EXCEED 20% ON EACH LOT
5. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
6. THE PROPERTY OWNER IS RESPONSIBLE FOR ALL UTILITY UPGRADE FEES AND LINE EXTENSION.
7. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
8. 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, IT'S 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.
9. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
10. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
11. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
12. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
13. LOTS 1 AND 2 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
14. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE".
15. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT".

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 COMMISSIONER'S 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 §

KNOW ALL MEN BY THESE PRESENTS

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

FINAL PLAT

D & S SUBDIVISION

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090

FIRM No. 10128500

www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY
DRAWN BY: JC		CHECKED BY: BLB	
SCALE: NONE		APPROVED BY: BLB	
PROJECT NO. 21-863		DATE: AUGUST 18, 2022	

Commissioners Court - Special Session**28.****Meeting Date:** 07/10/2023

DA BA Rev 7.10.23

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	District Atty Sal. Supplement	\$7,500.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 07/06/2023

Reviewed By

Becky Pruitt

Date

07/06/2023 09:17 AM

Started On: 07/05/2023 03:25 PM

Commissioners Court - Special Session**29.****Meeting Date:** 07/10/2023

DA BA Exp 7.10.23

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	\$6,146.75
	0100.0440.002010	FICA	\$470.26
	0100.0440.002020	Retirement	882.99

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 07/06/2023

Reviewed By

Becky Pruitt

Date

07/06/2023 09:17 AM

Started On: 07/05/2023 03:31 PM

Commissioners Court - Special Session**30.****Meeting Date:** 07/10/2023

2015 CO and 2019 CIP Transfer

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

Agenda Item

Discuss, consider, and take appropriate action on closing P432 (Jail Master Plan) and moving the remaining funds of \$5,500 from 2019 CIP and \$45,000 from 2015 CO to P476 (Justice Complex Improvements).

Background

This transfer is necessary to close P432 (Jail Master Plan) and to move the contract approved on 6/27/2023 to P476 (Justice Complex Improvements). It was determined that P432 (Jail Master Plan) is complete and the additional work is related to P476 (Justice Complex Improvements).

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 07/06/2023

Reviewed By

Becky Pruitt

Date

07/06/2023 09:14 AM

Started On: 07/05/2023 09:54 AM

Commissioners Court - Special Session**31.****Meeting Date:** 07/10/2023

2022 CIP and 2023 CIP Transfer

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

Agenda Item

Discuss, consider, and take appropriate action on closing P572 (Jail South Gym Renovations) and moving the remaining funds of \$300,000 from 2022 CIP and \$1,200,000 from 2023 CIP to P476 (Justice Complex Improvements).

Background

This transfer is necessary to close P572 (Jail South Gym Renovations). The work being done for both projects are in proximity of each other, and they will be bid out together. In an effort to keep track of expenditures, we have combined the two projects.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 07/06/2023

Reviewed By

Becky Pruitt

Date

07/06/2023 09:17 AM

Started On: 07/05/2023 10:11 AM

Commissioners Court - Special Session**32.****Meeting Date:** 07/10/2023

2019 Road Bond Transfer

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

Agenda Item

Discuss, consider, and take appropriate action on approving a 2019 Road Bond allocation per Christen Eschberger, HNTB, to close P379 (Cottonwood Creek Drainage) and move the remaining funds of \$170,000 to P392 (Southeast Segment 2). Also, to close P369 (Bartlett Street) and move the remaining funds of \$151,352.60 to P392 (Southeast Segment 2).

Background

This transfer is necessary to close P369 (Bartlett Street) and P379 (Cottonwood Creek Drainage). Please see the attached memo.

Fiscal Impact

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

Attachments

2019 Memo

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 07/06/2023

Reviewed By

Becky Pruitt

Date

07/06/2023 09:21 AM

Started On: 07/06/2023 08:36 AM

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626



July 5, 2023

Re: 2019 Road Bond Budget Allocation

Dear Ms. Lynce,

Please make the following budget allocations for the 2019 Road Bond Program:

- Close P379 Cottonwood Creek Drainage Improvements and move remainder to P392
- Close P369 Bartlett Street and move remainder to P392

If you have any questions, please let me know.

Thank you.

A handwritten signature in blue ink that reads "Christen Eschberger".

Christen A. Eschberger

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Michael J. Weaver., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Special Session**33.****Meeting Date:** 07/10/2023

T4327 Great Oaks Drive Improvements - Change Order #6 (Wall Panel)

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

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of \$65,607.52 for Project T4327 Great Oaks Drive Improvements (DeNucci Constructors) P: 270 Funding Source: Road Bond.

Background

This Change Order adds a new pay item for the redesigned Panel 7 at Retaining Wall 1A, due to the BCMUD water lines differing from the project plans. This Change Order also adds a new pay item to pay for the reinforcing steel previously ordered and delivered to the project for the original design of Panel 7. In addition, the original retaining wall item will be reduced according to this change. Please see the attached Change Order for additional details.

This Change Order results in a net increase of \$65,607.52 to the Contract amount, for an adjusted Contract total of \$10,818,542.93. The original Contract amount was \$10,580,634.11. As a result of this and all Change Orders to-date, \$237,908.82 has been added to the Contract, resulting in a 2.25% net increase in the overall Contract cost. No time will be added to the Contract for this Change Order at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

T4327-GreatOaks CO#6

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 07/06/2023

Reviewed By

Becky Pruitt

Date

07/06/2023 09:16 AM

Started On: 06/27/2023 11:33 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

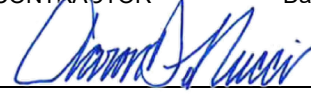
1. CONTRACTOR: DeNucci Constructors
2. Change Order Work Limits: Sta. 15+50 to Sta. 16+50
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2G (3 Max. - In order of importance - Primary first)

Project:	<u>Great Oaks Dr. Improvements</u>
Roadway:	<u>Great Oaks Dr. @ Brushy Creek</u>
CSJ Number:	<u>T4327</u>

5. Describe the work being revised:

2G. Miscellaneous difference in site conditions. Unadjusted utility (unforeseeable). This Change Order adds an item to pay for the redesigned Panel 7 at Wall 1A due to BCMUD water line elevations differing from that shown in the plans. This Change Order also adds an item to pay for the reinforcing steel previously ordered and delivered to the project for the original design of Panel 7 at Wall 1A. In addition, this Change Order reduces the original item 423-6005 RETAINING WALL (SPREAD FOOTING) due to this change.

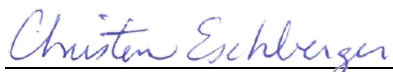
6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: 244, 245, 266A, 266B
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.
- Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<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> THE CONTRACTOR Date <u>6/23/23</u> By <u></u> Typed/Printed Name <u>Aaron DeNucci</u> Typed/Printed Title <u>Project Manager</u>	The following information must be provided Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u> Amount added by this change order: <u>\$65,607.52</u>
---	--

RECOMMENDED FOR EXECUTION:

 6/26/2023
Project Manager Date

N/A
Design Engineer Date

 6/26/2023
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

Project # Great Oaks Dr. Improvements

TABLE A: Force Account Work and Materials Placed into Stock[illegible]**TABLE B: Contract Items:**

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
423-6005	RETAINING WALL (SPREAD FOOTING)	SF	\$60.00	5,717.00	\$343,020.00	(384.00)	5,333.00	\$319,980.00	(\$23,040.00)
423-WC01	RETAINING WALL (SPREAD FOOTING) PANEL 7	SF	\$223.21	0.00	\$0.00	384.00	384.00	\$85,712.64	\$85,712.64
440-WC01	ORIGINAL WALL 1A-PANEL 7 REINFORCEMENT	LB	\$0.83	0.00	\$0.00	3,536.00	3,536.00	\$2,934.88	\$2,934.88
TOTALS						\$343,020.00		\$408,627.52	\$65,607.52

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

Great Oaks Drive Improvements Williamson County Project No. T4327

Change Order No.6

Reason for Change

This Change Order adds a new pay item for the redesigned Panel 7 at Retaining Wall 1A, due to the BCMUD water lines differing from the project plans. This Change Order also adds a new pay item to pay for the reinforcing steel previously ordered and delivered to the project for the original design of Panel 7. In addition, the original retaining wall item will be reduced according to this change.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT
423-WC01	RETAINING WALL (SPREAD FOOTING) PANEL 7	384	SF
440-WC01	ORIGINAL WALL 1A-PANEL 7 REINFORCEMENT	3,536	LB

This Change Order results in a net increase of \$65,607.52 to the Contract amount, for an adjusted Contract total of \$10,818,542.93. The original Contract amount was \$10,580,634.11. As a result of this and all Change Orders to-date, \$237,908.82 has been added to the Contract, resulting in a 2.25% net increase in the overall Contract cost. No time will be added to the Contract for this Change Order at this time.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

CHANGE ORDER PROPOSAL

Contractor:DeNucci Constructors, LLC.

Project Name:T4327 Great Oaks Dr Improvements at Brushy Creek

Change Order Proposal Number:12.1Date:6/9/2023

Description: Breakdown showing labor, material, equipment used to construct revised RW 1-A Panel 7. Excavation began on 5/8 using 329, 304, 299, trash pump. Footer began on 5/11, half was poured on 5/12, the remainder poured the following week 5/15. Flowable fill, panel construction, thickened frame, riprap followed. Panel was poured on 5/24, wrecked on 5/26. CRCP parking lot had to be poured in one additional pour due to panel 7 delays, resulting in an additional pump expense.

Labor:

Position	Quantity	OT	Unit	HR Rate	OT Rate	Total
Concrete Foreman (AR)	100	0	HR	\$26.50	\$39.75	\$2,650.00
Concrete Laborer (ZLG)	100	0	HR	\$25.00	\$37.50	\$2,500.00
Concrete Laborer (APV)	100	0	HR	\$24.50	\$36.75	\$2,450.00
Concrete Laborer (IPH)	100	0	HR	\$22.00	\$33.00	\$2,200.00
Concrete Laborer (MPR)	30	0	HR	\$24.50	\$36.75	\$735.00
Concrete Laborer (LHC)	30	0	HR	\$22.00	\$33.00	\$660.00
Excavation Foreman (NC)	50	0	HR	\$60.00	\$90.00	\$3,000.00
Excavation Operator (MRC)	60	0	HR	\$24.50	\$36.75	\$1,470.00
Excavation Laborer (EG)	60	0	HR	\$22.00	\$33.00	\$1,320.00
Excavation Laborer (LFV)	60	0	HR	\$21.00	\$31.50	\$1,260.00
		0	HR	\$0.00	\$0.00	\$0.00
		0	HR	\$0.00	\$0.00	\$0.00
Subtotal						\$18,245.00

Material

Description	Quantity	Unit	Rate	Total
Revised 32.1 Panel 7 Steel	1	LS	\$9,131.15	\$9,131.15
Lauren TXDOTC Concrete	50.2	CY	\$142.10	\$7,133.42
Lauren TXDOTA Concrete (thrust block)	6	CY	\$139.10	\$834.60
Form Wood, Accessories	1	LS	\$3,563.47	\$3,563.47
Lauren TXDOT CLSM	110	CY	\$109.60	\$12,056.00
UR Road Plates	1	LS	\$1,818.97	\$1,818.97
Rivet Buster + Air Compressor	1	LS	\$314.60	\$314.60
Capital Pumping (additional)	1	LS	\$1,703.44	\$1,703.44
Subtotal				\$36,555.65

Subcontractors/Vendors:

Description	Quantity	Unit	Rate	Total
GK Steel Tying	1	LS	\$3,566.40	\$3,566.40
Subtotal				\$3,566.40

Unit Pricing

Description	Quantity	Unit	Price	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Subtotal				\$0.00

Equipment:

Description	Quantity	Unit	Operating Cost/Day	FHWA	Total
Trash Pump	10	DAY		\$204.00	\$2,040.00
CAT 329 Excavator + Hammer	18	HR		\$163.45	\$2,942.10
CAT 304 Mini Excavator + Hammer	24	HR		\$56.27	\$1,350.48
CAT 299 Skid Steer	13	HR		\$105.79	\$1,375.27
	0	HR		\$0.00	\$0.00
Subtotal					\$7,707.85

Labor		\$18,245.00
Labor Burden	55%	\$10,034.75
Labor P & O	15%	\$2,736.75
Material		\$36,555.65
Material P & O	15%	\$5,483.35
Subcontractor		\$3,566.40
Subcontractor P & O	15%	\$534.96
Bid Item		\$0.00
Equipment	15%	\$7,707.85
Bond	1%	\$848.65
TOTAL		\$85,713.36

Additional days requested: TBD

85,713.36/384=223.21.
\$223.21x384=\$85,712.64.
Total=\$223.21 per SF

CHANGE ORDER PROPOSAL

Contractor: DeNucci Constructors, LLC.

Project Name: T4327 Great Oaks Dr Improvements at Brushy Creek

Change Order Proposal Number: 11.2 Date: 6/1/2023

Description: Payment for original material not used due to RFI #32.1. ~~Payment for original material not used due to RFI #21 (Original Item \$16,500 - Original Cost \$9,222 = \$7,278 margin. New Item \$17,669.98 - New Cost (\$9,222+\$9,552) = -\$1,105 resulting in a credit to DC of \$8,382.02). Price proposal for additional/new scope of work to relocate existing LP, (existing items to be used for conc. removal, conduit, wire etc, ground box etc.)~~

Labor:	Position	Quantity	OT	Unit	Rate		Total
					HR Rate	OT Rate	
		0	0	HR	\$51.50	\$77.25	\$0.00
		0	0	HR	\$22.00	\$33.00	\$0.00
		0	0	HR	\$24.50	\$36.75	\$0.00
		0	0	HR	\$21.00	\$31.50	\$0.00
		0	0	HR	\$20.00	\$30.00	\$0.00
		0	0	HR	\$20.50	\$30.75	\$0.00
		0	0	HR	\$21.00	\$31.50	\$0.00
		0	0	HR	\$24.50	\$36.75	\$0.00
						Subtotal	\$0.00

Material	Description	Quantity	Unit	Rate	Total
	RW 1-A Original Panel 7 Rebar	3536	LB	\$0.72	\$2,545.92
	Traffic Signal Upright Only	1	EA	\$8,382.02	\$8,382.02
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Subtotal	\$10,927.94

Subcontractors/Vendors:						Description	Total
							\$0.00
						Subtotal	\$0.00

[illegible]

Equipment:	Description	Quantity	Unit	Operating Cost/Day	FHWA	Total
		0	HR		\$0.00	\$0.00
		0	HR		\$0.00	\$0.00
		0	HR		\$0.00	\$0.00
		0	HR		\$0.00	\$0.00
		0	DAY		\$0.00	\$0.00
		0	HR		\$0.00	\$0.00
					Subtotal	\$0.00

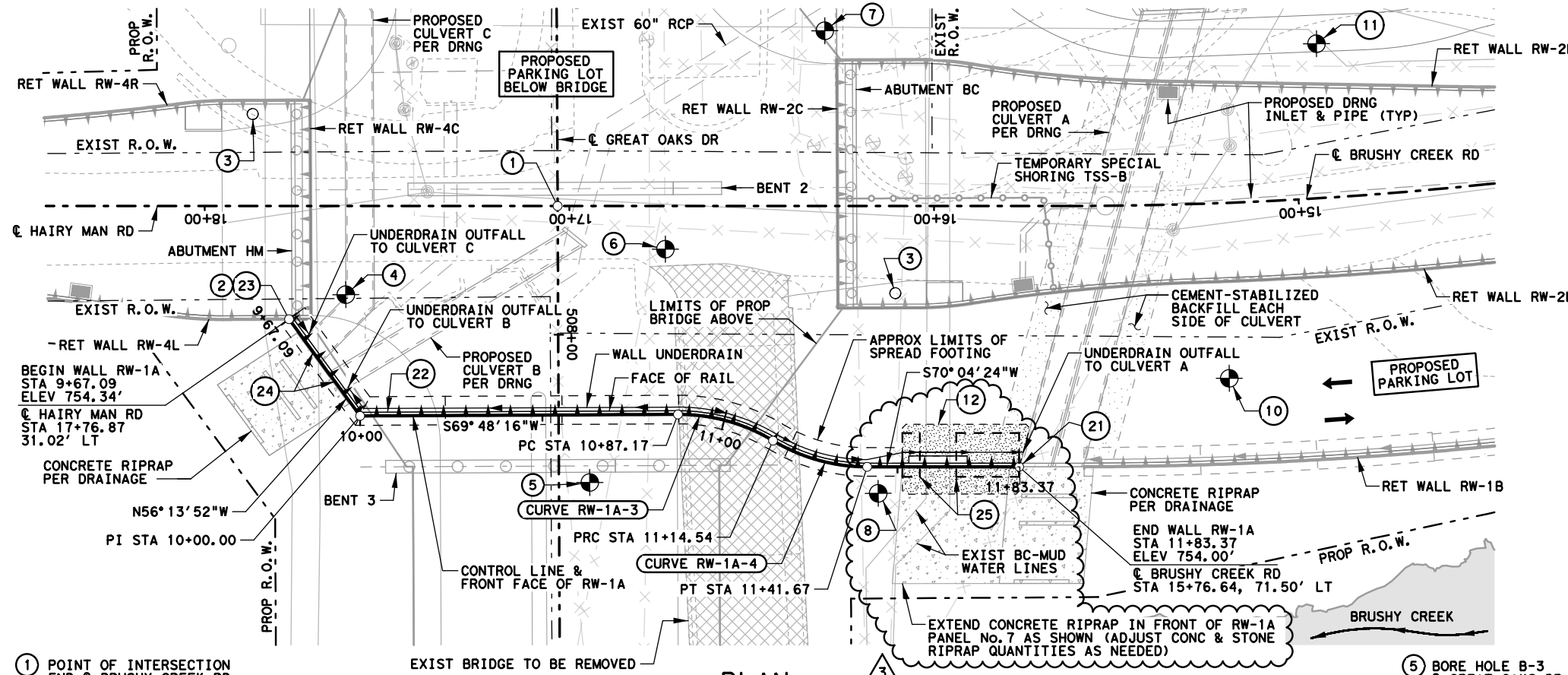
Labor		\$0.00	
Labor Burden	55%	\$0.00	
Labor P & O	15%	\$0.00	
Material		\$10,927.94	\$ 3,545.92
Material P & O	15%	\$1,839.19	381.88
Subcontractor		\$0.00	
Subcontractor P & O	15%	\$0.00	
Bid Item		\$0.00	
Equipment	15%	\$0.00	
Bond	1%	\$125.67	29.28
TOTAL		<u><u>\$12,692.80</u></u>	2,957.08

Additional days requested: TBD

$\div 3536 \text{ LB}$

$\$0.83 \text{ LB} \times 3536 \text{ LB} = \$2,934.88$

$\$0.83 / \text{LB}$



1 POINT OF INTERSECTION
END @ BRUSHY CREEK RD
BEGIN @ HAIRY MAN RD
@ GREAT OAKS DR 507+64.72
@ BRUSHY CREEK RD 17+03.22
@ HAIRY MAN RD 17+03.22

2 POINT OF INTERSECTION
RW-4L STA 14+23.07
RW-1A STA 9+67.09

PLAN

3 DRILLED SHAFT FOR TRAFFIC
POLE TO BE INSTALLED PRIOR
TO WALL CONSTRUCTION - SEE
SIGNAL LAYOUT

4 BORE HOLE B-109
@ HAIRY MAN RD
STA 17+61.32
24.31' LT

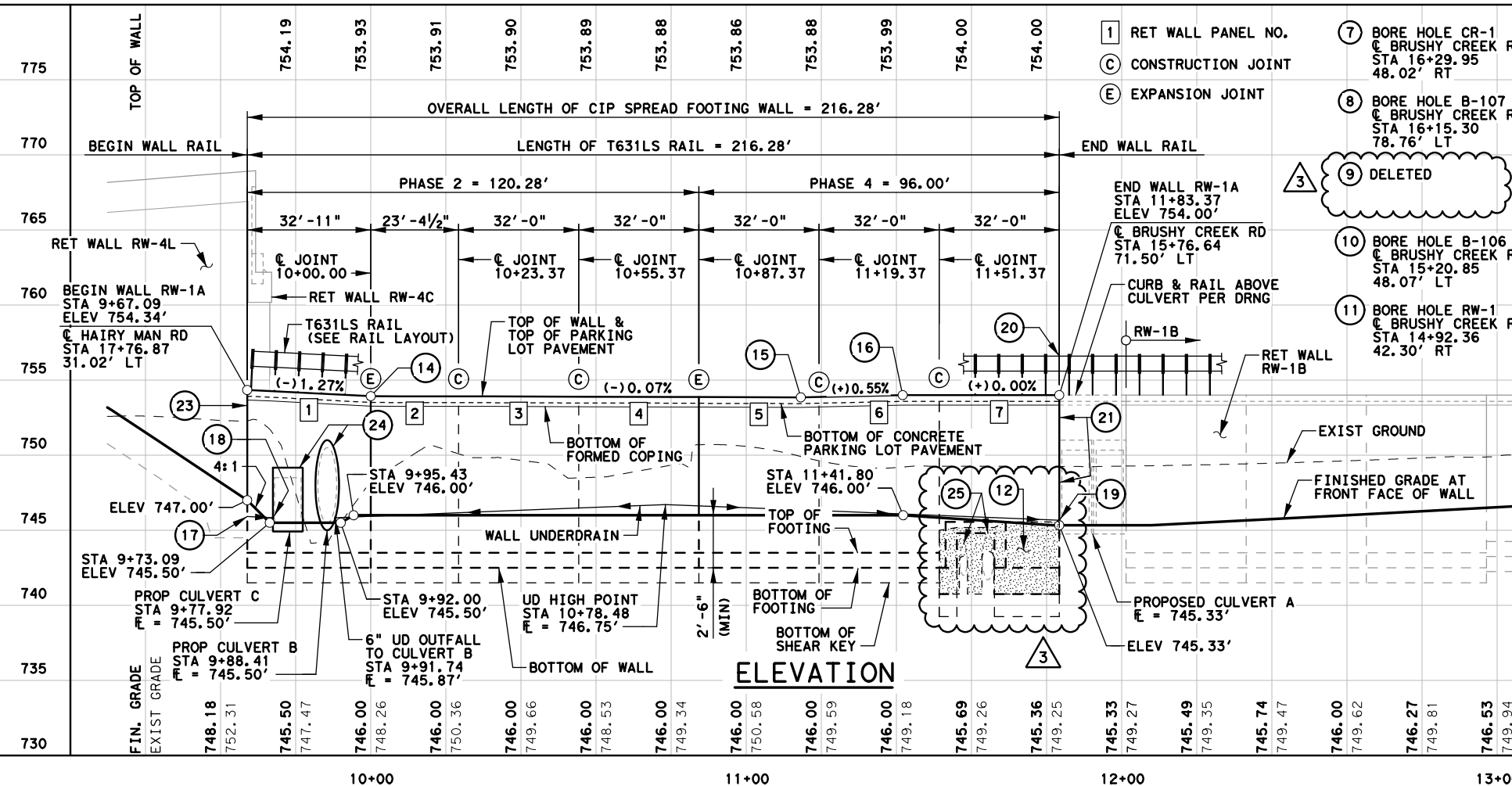
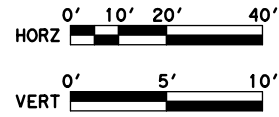
5 BORE HOLE B-3
@ GREAT OAKS DR
STA 508+40.54
8.46' LT

6 BORE HOLE B-108
@ BRUSHY CREEK RD
STA 16+73.67
11.84' LT

REV-3 CONSISTS OF
MODIFIED DETAILS FOR
CIP RETAINING WALL
RW-1A, WALL PANEL NO. 7.

GENERAL NOTES:

- DESIGNED IN ACCORDANCE WITH AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 8TH EDITION (2017) WITH CURRENT INTERIM REVISIONS FOR HL93 LOADING.
- ALL STATIONING AND OFFSETS ARE MEASURED ALONG WALL CONTROL LINE UNLESS NOTED OTHERWISE.
- REFER TO RETAINING WALL ALIGNMENT DATA SHEETS FOR CONTROL POINT DATA.
- CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY CONFLICT. REFER TO UTILITY PLANS FOR EXISTING AND PROPOSED UTILITIES.
- CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM WALL AT ALL TIMES (DURING AND POST CONSTRUCTION).
- SEE CIP SPREAD FOOTING RETAINING WALL DETAILS FOR WALL DESIGN INFORMATION AND WALL DETAILS.
- SEE RETAINING WALL AESTHETIC TREATMENT DETAILS FOR INFORMATION REGARDING WALL FORM LINER, ANTI-GRAFFITI TREATMENT AND FORMED COPING.
- REFER TO SOIL BORING LOGS FOR SOIL BORING PROFILES.
- SEE ROADWAY PLANS FOR PROPOSED PAVEMENT, EMBANKMENT AND GRADING INFORMATION.
- SEE TRAFFIC CONTROL PLANS FOR CONSTRUCTION PHASING AND TEMP SPL SHORING INFORMATION.
- SEE DRAINAGE PLANS FOR LOCATIONS OF DRAINAGE ELEMENTS AND PROPOSED CHANNEL RIPRAP.
- SEE SHEET 2 OF 2 FOR TYPICAL SECTIONS, ESTIMATED QUANTITIES AND CIP PANEL IDENTIFICATION TABLE.



ELEVATION

1 RET WALL PANEL NO.
C CONSTRUCTION JOINT
E EXPANSION JOINT

7 BORE HOLE CR-1
@ BRUSHY CREEK RD
STA 16+29.95
48.02' RT

8 BORE HOLE B-107
@ BRUSHY CREEK RD
STA 16+15.30
78.76' LT

9 DELETED

10 BORE HOLE B-106
@ BRUSHY CREEK RD
STA 15+20.85
48.07' LT

11 BORE HOLE RW-1
@ BRUSHY CREEK RD
STA 14+92.36
42.30' RT

12 AFTER FOOTING & WALL HAVE BEEN
CAST, PLACE SELF-CONSOLIDATING
FLOWABLE BACKFILL PER SPEC ITEM 401
FROM BOTTOM OF EXCAVATION IN FRONT
OF AND BEHIND WALL PANEL NO. 7
FOOTING & WALL. BRING FLOWABLE FILL
MATERIAL UP TO TOP OF PIPE CASING
AND TO UNDERSIDE OF UNDERDRAIN.

13 DELETED

14 VPI STA 10+00.00
ELEV 753.93'

15 VPI STA 11+14.54
ELEV 753.85'

16 VPI STA 11+41.67
ELEV 754.00'

17 UD HIGH POINT
STA 9+67.09
E = 745.97'

18 6" UD OUTFALL TO CULVERT C
STA 9+73.64
E = 745.90'

19 6" UD OUTFALL TO CULVERT A
STA 11+83.37
E = 745.70'

20 PROVIDE EXPANSION JOINT IN RAIL
AT END OF WALL (SEE RAIL LAYOUT)

SEE CIP SPREAD FOOTING RETAINING
WALL DETAILS FOR THE FOLLOWING ITEMS:

21 END OF WALL CONNECTION TO
CULVERT A SIDEWALLS & CURB

22 TOP OF WALL CONNECTION TO
CONCRETE PARKING LOT PAVEMENT

23 END OF WALL ABUTS FRONT
FACE OF MSE WALL RW-4L

24 WALL OPENING DETAIL & ADD'L
REINFORCEMENT AT CULVERTS B & C

25 SEE WALL NOTCH DETAILS FOR
SPECIAL WALL GEOMETRY &
REINFORCEMENT AT EXISTING
WATER LINES

HL93 LOADING

STATE OF TEXAS
JOELLE S. ROSENTHAL
89451
P.E. LICENSED
APRIL 23, 2023

WILLIAMSON COUNTY
1848

P.E. STRUCTURAL CONSULTANTS
8436 SPICEWOOD SPRINGS ROAD
AUSTIN, TX 78759
TEL 512.250.2500
www.PEStructural.com
www.HardestyHanover.com

PESC
A Hardesty & Hanover Company

TBPE FIRM NO. F-3379

GREAT OAKS DR AT BRUSHY CREEK RD

RETAINING WALL LAYOUT
WALL RW-1A

4/23/2023 SHEET 1 OF 2

DESIGN KSD	FED. RD. DIV. NO. 6	FEDERAL AID PROJECT NO.	HWY NO.
DRAWN TSL	STATE TEXAS	DISTRICT AUS	COUNTY WILLIAMSON
DES' CHECK JSR	CONTROL	SECTION	JOB
DRN CHECK JSR			

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OF 491

RETAINING WALL RW-1A
ESTIMATED QUANTITY SUMMARY

PHASE 2 & 4 CONSTRUCTION					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY		
			PHASE 2	PHASE 4	TOTAL
110 6003	EXCAVATION (SPECIAL)	CY	0	7	7
401 6001	FLOWABLE BACKFILL	CY	0	70	70
423 6005	RETAINING WALL (SPREAD FOOTING)	SF	1,379	1,098	2,477
450 6019	RAIL (TY T631LS)	LF	120.3	96.0	216.3
556 6008	PIPE UNDERDRAINS (TY 8) (6 IN)	LF	0	1	1
740 6004	ANTI-GRAFFITI COATING (PERMANENT - TY II)	SF	967	777	1,744

RETAINING WALL RW-1A
CIP PANEL IDENTIFICATION TABLE

PANEL NO.	TYPE OF PANEL	AREA (SF)	TOP OF FTG ELEV	BOTTOM OF FTG ELEV	BOTTOM OF KEY ELEV
PHASE 2 CONSTRUCTION					
1	HC-12-32.91	395	743.50	742.50	741.50
2	HC-12-23.37	280	743.50	742.50	741.50
3	HC-12-32	384	743.50	742.50	741.50
4	HC-12-32	384	743.50	742.50	741.50
PHASE 4 CONSTRUCTION					
5	HC-12-32	384	743.50	742.50	741.50
6	HC-12-32	384	743.50	742.50	741.50
7	CUSTOM (2)	384	742.50	740.75	736.75

REV-3 CONSISTS OF MODIFIED DETAILS FOR CIP RETAINING WALL RW-1A, WALL PANEL NO. 7.

HL93 LOADING

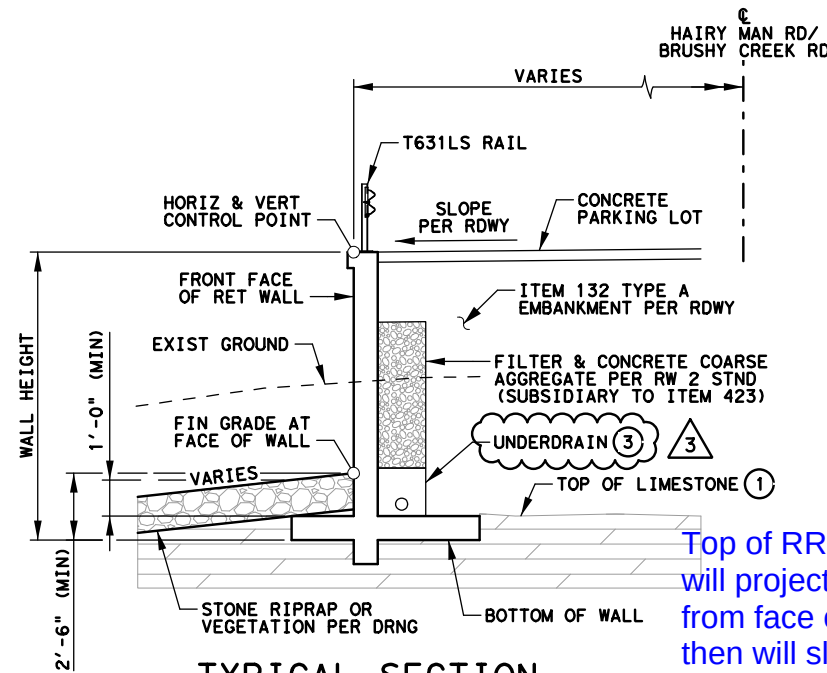


TBPE FIRM NO. F-3379

GREAT OAKS DR AT BRUSHY CREEK RD

RETAINING WALL LAYOUT
WALL RW-1A

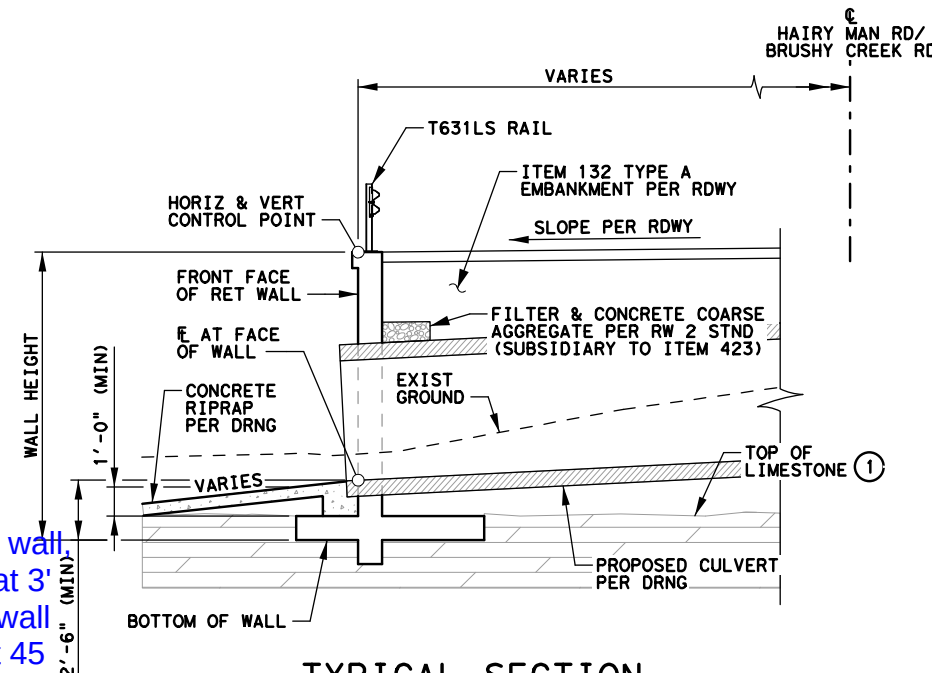
4/28/2023		SHEET 2 OF 2	
DESIGN KSD	FED. RD. DIV. NO. 6	FEDERAL AID PROJECT NO.	HWY NO.
DRAWN TLS	STATE TEXAS	DISTRICT AUS	COUNTY WILLIAMSON
DES. CHECK JSR	CONTROL	SECTION	JOB
DRN CHECK JSR			
			245 OF 491



TYPICAL SECTION

STA 9+67.09 TO 11+53.12
STA 11+69.12 TO 11+83.37

Top of RR at the wall will project out flat 3' from face of the wall then will slope at 45 degrees up to existing ground. Concrete riprap is 5" thick with 1' X 1' toe ditch at the face of wall joint and at the original ground.



TYPICAL SECTION

STA 9+77.92 & 9+88.41
(AT PENETRATING CULVERT)

- TOP OF FOOTING SHALL BE LOCATED AT OR BELOW THE TOP OF LIMESTONE. IF LIMESTONE IS ENCOUNTERED AT AN ELEVATION LOWER THAN THE "TOP OF FTG ELEV" SHOWN IN THE CIP PANEL IDENTIFICATION TABLE, THE FOOTING ELEVATIONS AND DIMENSIONS SHALL BE ADJUSTED AS NEEDED PER TXDOT STANDARD RW 1(L)C.
- SEE SHEET 266B FOR RW-1A PANEL No. 7 DESIGN DATA. SEE SHEET 266A FOR WALL NOTCH DETAILS WITH ADDITIONAL REINFORCEMENT REQUIREMENTS, DIMENSIONS, NOTES AND OTHER INFORMATION.
- WHERE UNDERDRAIN VEERS AWAY FROM BACK OF WALL OR IS AT A HIGHER ELEVATION THAN TOP OF FOOTING, USE FLOWABLE FILL TO PREVENT STANDING WATER BEHIND WALL AND TO GUIDE RUNOFF INTO UNDERDRAIN.
- SEAL WITH APPROVED JOINT SEALANT.
- ANY EXCAVATED SOILS IN FRONT OF FOOTING SHALL BE INFILLED WITH A SELF-CONSOLIDATING FLOWABLE FILL.

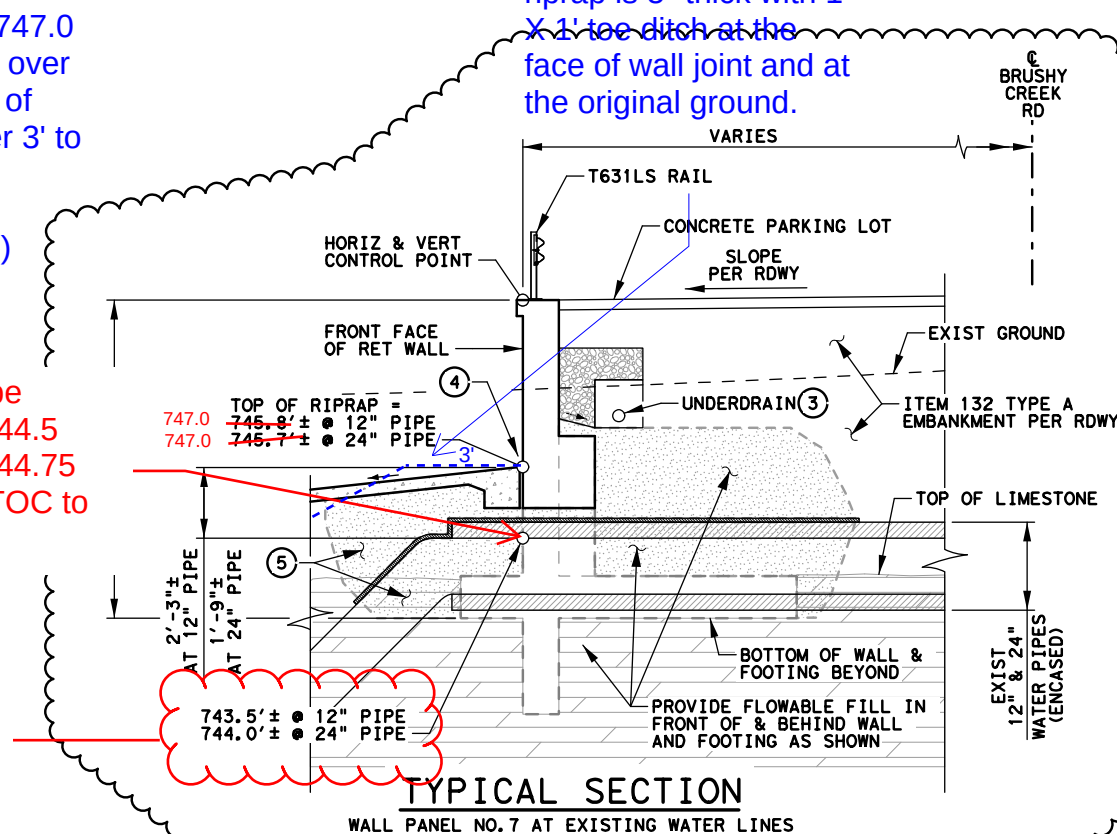
NOTE: IF CONDITIONS DIFFER FROM THOSE SHOWN, NOTIFY ENGINEER BEFORE PROCEEDING WITH WORK.

The proposed 747.0 elevation gives over 2' cover on top of casing and over 3' to top of pipe -- (flowable fill + concrete riprap)

If elevations are top of pipe top 24" casing for 12" = 744.5 top 42" casing for 24" = 744.75 This means only 1' from TOC to top of RR at 42" casing

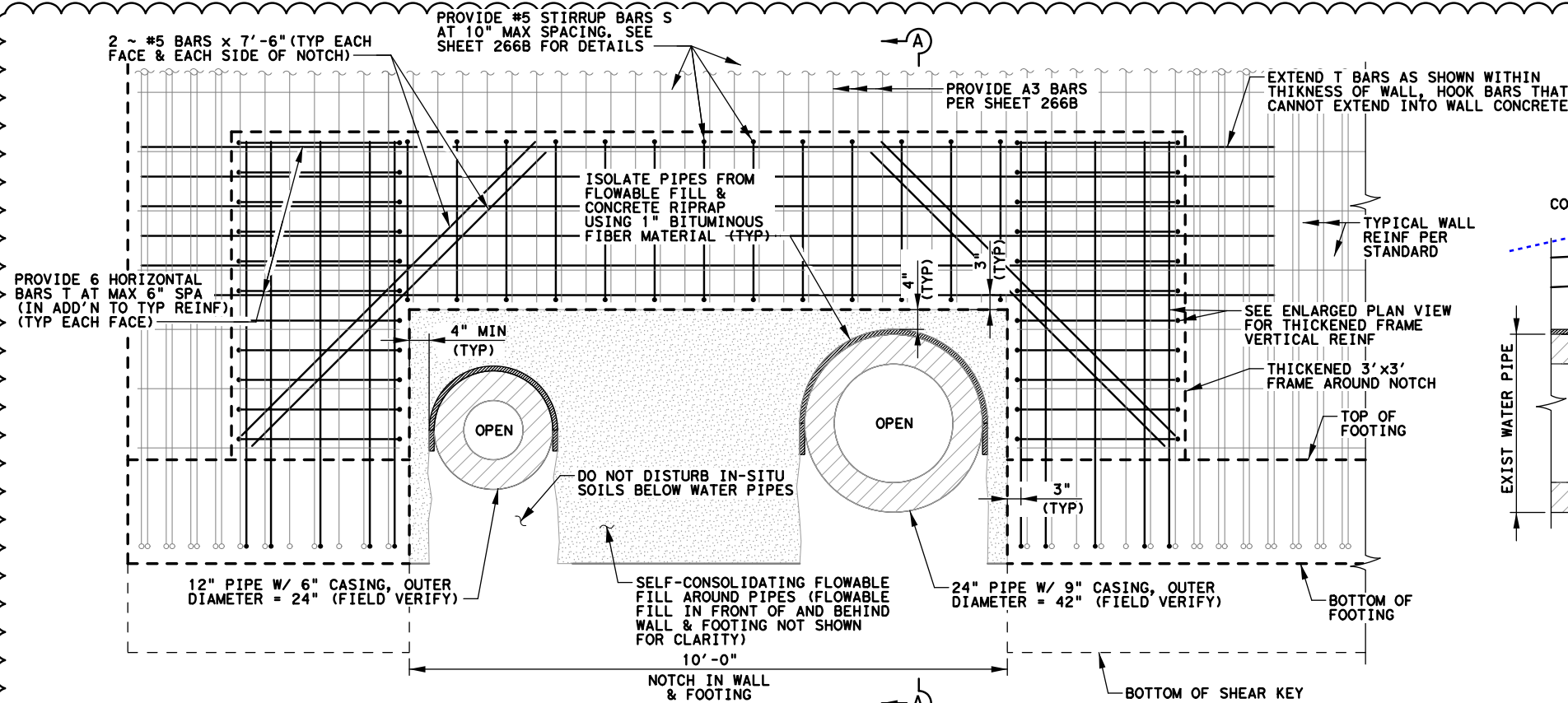
confirm whether these elevations are top of pipe (as they appear to be drawn) or top of casing

These elevations are top of pipe



TYPICAL SECTION

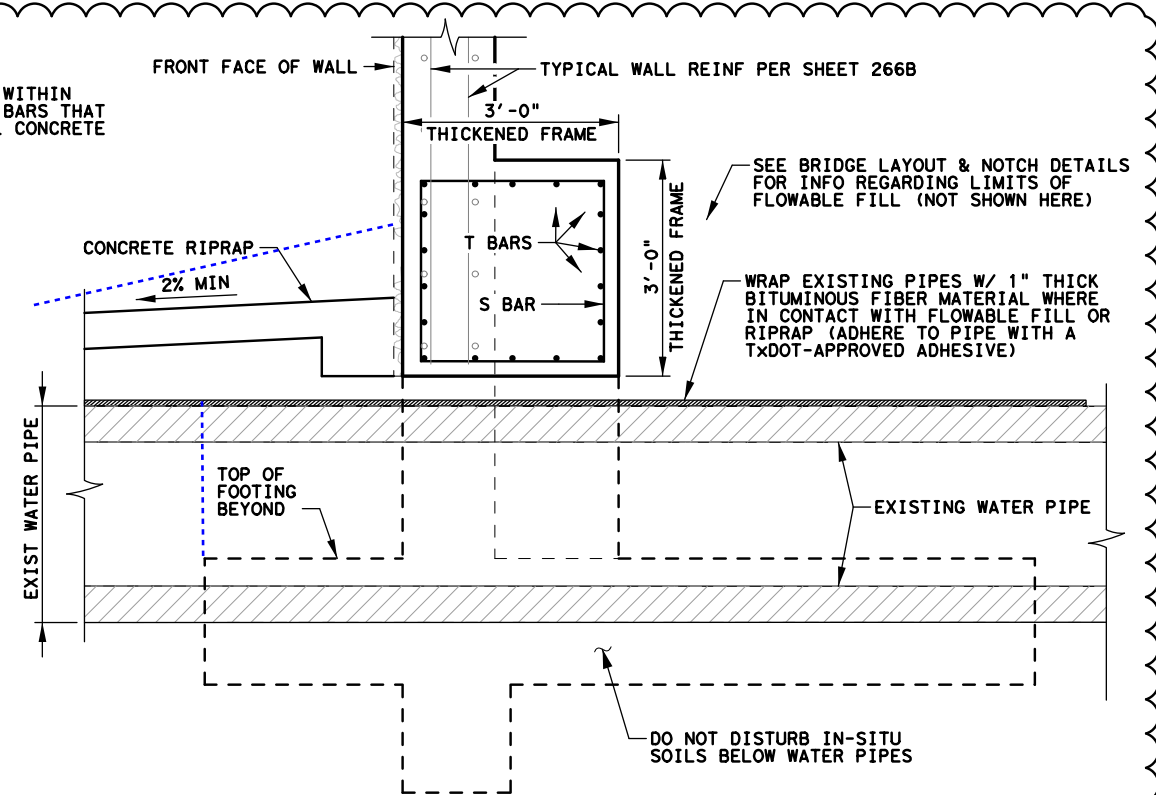
WALL PANEL NO. 7 AT EXISTING WATER LINES



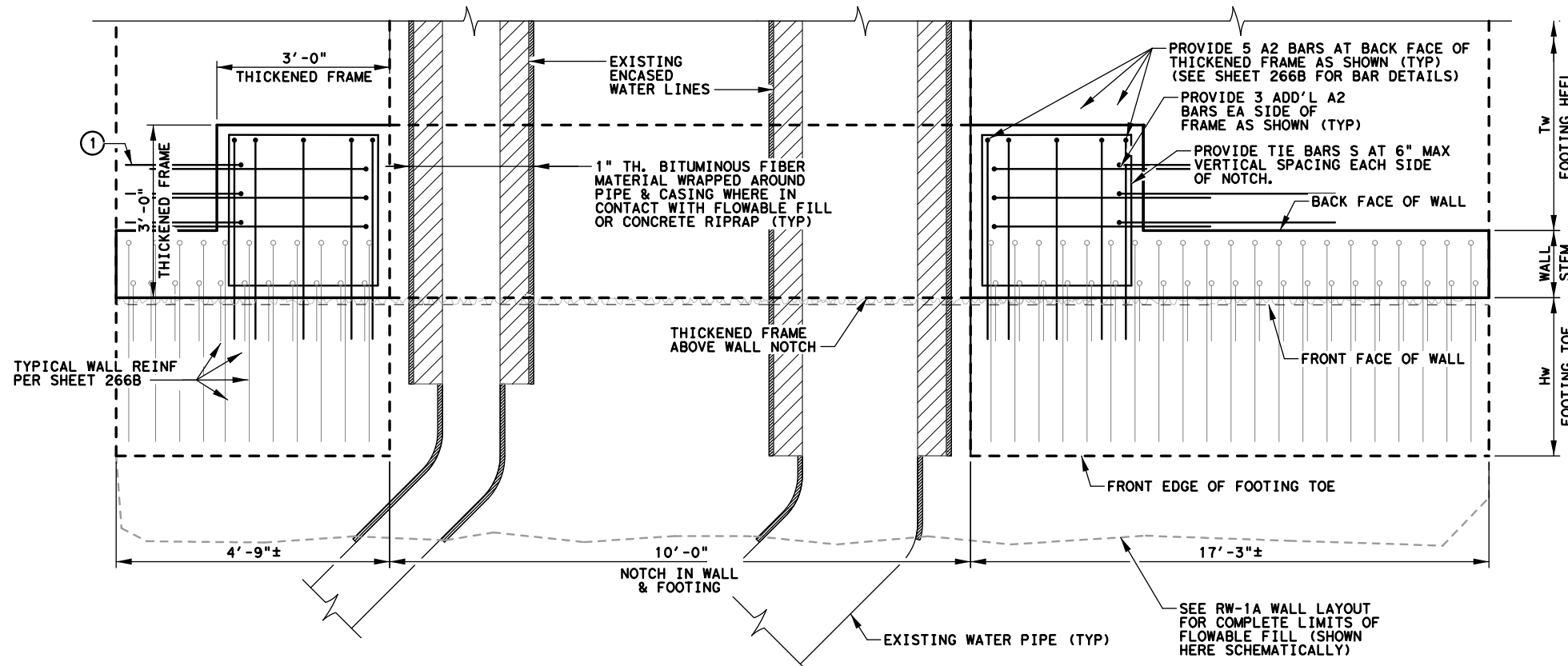
ENLARGED ELEVATION VIEW

(SHOWING FOOTING AT WALL RW-1A PANEL NO. 7)
(SHOWING A BARS, OTHER BARS NOT SHOWN FOR CLARITY)

① REDUCE LENGTH OF A2 LEG LENGTH AS REQUIRED TO MAINTAIN 3" END CLEARANCE



SECTION A-A



ENLARGED PLAN VIEW

(SHOWING FOOTING AT WALL RW-1A PANEL NO. 7)
(SHOWING A & B BARS, OTHER BARS NOT SHOWN FOR CLARITY)

CONTRACTOR SHALL TAKE CARE TO AVOID DAMAGING EXISTING WATER PIPES DURING WALL CONSTRUCTION.
NOTIFY ENGINEER IF CONDITIONS DIFFER FROM THOSE SHOWN HERE.

REV-3 CONSISTS OF MODIFIED DETAILS FOR CIP RETAINING WALL RW-1A, WALL PANEL NO. 7.

WILLIAMSON COUNTY
1848

P.E. STRUCTURAL CONSULTANTS
8436 SPICEWOOD SPRINGS ROAD
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PESC
A Hardesty & Hanover Company

TBPE FIRM NO. F-3379

GREAT OAKS DR AT BRUSHY CREEK RD

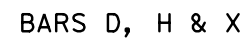
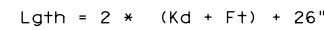
**RETAINING WALL DETAILS
WALL RW1-A PANEL NO. 7
WALL & FOOTING DETAILS
AT EXISTING WATER PIPE**

4/27/2023

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HWY NO.
SSW	6			
DRAWN		STATE	DISTRICT	COUNTY
SSW		TEXAS	AUS	WILLIAMSON
DES. CHECK		CONTROL	SECTION	JOB
JSR				
DRN CHECK				
JSR				

266A
OF 491

RW	Panel	Wall Height	PROPERTIES								
		"H"	WALL DIMENSIONS								Max Soil Pressure
		(F+)	Fw	Tw	Sw②	Hw	F+	Kd	Kw	T/SF	
1-A	7	13'-3"	14'-0"	2'-9"	1'-6"	9'-9"	1'-9"	4'-0"	2'-0"	1.33	



-
- 2'-6"
- 2'-6"
- 6" TYP

BARS S ⑤

- ⑤ Space Vertical S Stirrups at 10" c-c, and space Horizontal S Ties at 6" c-c. See Notch Details for additional information.



- ⑥ Reduce horizontal leg length where shown on Sheet 266A Enlarged Plan View.

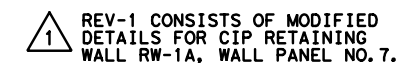


BARS B



PARTIAL WALL ELEVATIONS

(Showing vertical reinforcing pattern of A bars)



Commissioners Court - Special Session**34.****Meeting Date:** 07/10/2023

T4327 Great Oaks Drive Improvements - Change Order #7 (Traffic Signal Pole)

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

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of \$9,735.71 for Project T4327 Great Oaks Drive Improvements (DeNucci Constructors) P: 270 Funding Source: Road Bond.

Background

This Change Order adds a new pay item to reimburse the contractor for replacing a missized traffic signal pole (Pole #7), due to incorrect height in the plans. The contractor ordered and received the traffic signal pole prior to the error being found. The contractor has delivered the missized pole to the Williamson County Maintenance yard. Please see the attached Change Order for additional details.

This Change Order results in a net increase of \$9,735.71 to the Contract amount, for an adjusted Contract total of \$10,828,278.64. The original Contract amount was \$10,580,634.11. As a result of this and all Change Orders to-date, \$247,644.53 has been added to the Contract, resulting in a 2.34% net increase in the overall Contract cost. No time will be added to the Contract for this Change Order.

Fiscal Impact

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

Attachments

T4327-GreatOaks CO#7

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 07/06/2023

Reviewed By

Becky Pruitt

Date

07/06/2023 09:15 AM

Started On: 06/27/2023 11:44 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

1. CONTRACTOR: DeNucci Constructors
2. Change Order Work Limits: Sta. Varies to Sta. Varies
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 1A (3 Max. - In order of importance - Primary first)

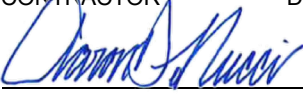
Project:	<u>Great Oaks Dr. Improvements</u>
Roadway:	<u>Great Oaks Dr @ Brushy Creek</u>
CSJ Number:	<u></u>

5. Describe the work being revised:

1A. Design Error or Omission. Incorrect PS&E: This Change Order adds a new pay item to reimburse the contractor for replacing a missized traffic signal pole (Pole #7), due to incorrect height in the plans. The contractor ordered and received the traffic signal pole prior to the error being found. The contractor has delivered the missized pole to the Williamson County Maintenance yard.

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.

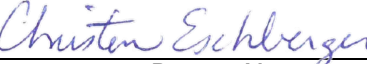
Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<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> THE CONTRACTOR Date <u>6/23/23</u> By <u></u> Typed/Printed Name <u>Aaron DeNucci</u> Typed/Printed Title <u>Project Manager</u>	The following information must be provided Time Ext. #: _____ Days added on this CO: _____ Amount added by this change order: <u>\$9,735.71</u>
---	---

RECOMMENDED FOR EXECUTION:

 6/26/2023
Project Manager Date

N/A
Design Engineer Date

 6/26/2023
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

Project # *Great Oaks Dr. Improvements*

TABLE A: Force Account Work and Materials Placed into Stock[illegible]**TABLE B: Contract Items:**

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
686-WC01	TRAFFIC SIGNAL MATERIAL REIMBURSEMENT	LS	\$9,735.71	0.00	\$0.00	1.00	1.00	\$9,735.71	\$9,735.71
TOTALS					\$0.00			\$9,735.71	\$9,735.71

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

Great Oaks Drive Improvements Williamson County Project No. T4327

Change Order No.7

Reason for Change

This Change Order adds a new pay item to reimburse the contractor for replacing a missized traffic signal pole (Pole #7), due to incorrect height in the plans. The contractor ordered and received the traffic signal pole prior to the error being found. The contractor has delivered the missized pole to the Williamson County Maintenance yard.

The following new item will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT
686-WC01	TRAFFIC SIGNAL POLE MATERIAL REIMBURSEMENT	1	LS

This Change Order results in a net increase of \$9,735.71 to the Contract amount, for an adjusted Contract total of \$10,828,278.64. The original Contract amount was \$10,580,634.11. As a result of this and all Change Orders to-date, \$247,644.53 has been added to the Contract, resulting in a 2.34% net increase in the overall Contract cost. No time will be added to the Contract for this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Contractor: DeNucci Constructors, LLC.

Project Name: T4327 Great Oaks Dr Improvements at Brushy Creek

Change Order Proposal Number: 11.2 Date: 6/1/2023

Payment for original material not used due to RFI #32.1. Payment for original material not used due to RFI #21 (Original Item \$16,500 - Original Cost \$9,222 = \$7,278 margin. New Item \$17,669.98 - New Cost (\$9,222+\$9,552) = -\$1,105 resulting in a credit to DC of \$8,382.02). Price proposal for additional/new scope of work to relocate existing LP, (existing items to be used for conc. removal, conduit, wire etc, ground box etc.)

CO #6

SEE
BACKUP

Equipment:	Description	Quantity	Unit	Operating Cost/Day	FHWA	Total
		0	HR		\$0.00	\$0.00
		0	HR		\$0.00	\$0.00
		0	HR		\$0.00	\$0.00
		0	HR		\$0.00	\$0.00
		0	DAY		\$0.00	\$0.00
		0	HR		\$0.00	\$0.00
					Subtotal	\$0.00

BID ITEM		UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
Labor				\$0.00	
Labor Burden	55%			\$0.00	
Labor P & O	15%			\$0.00	
Material				\$0.00	
Material P & O	15%			\$0.00	
Subcontractor				\$0.00	
Subcontractor P & O	15%			\$0.00	
Bid Item				\$0.00	
Equipment	15%			\$0.00	
Bond	1%			\$125.67	
TOTAL				\$12,692.80	
Additional days requested:				TBD	



1578 Wald Rd
New Braunfels, TX 78132

Phone (830) 608-0497
Fax (830) 608-0499
Tom's Mobile 210-844-2995
tom.soltis@techline-inc.com
Tracy's Mobile 210-289-4867
tracy.soltis@techline-inc.com
Nick's Mobile 858-335-4492
nicholas.daly@techline-inc.com

Quoted To

DeNucci Constructors

Date

August 24, 2022

Control
Project
Highway
County

Attn:

Aaron DeNucci

Bid	Item	Quantity	Catalog Number and/or Description	Unit Price	U/M	Total Price
		1	36' UPRIGHT FOR TXDOT 44L-80 MAST ARM MAST ARM MOUNTED 25' ABOVE BASE PLATE <i>ORIGINAL BID ITEM</i> <i>\$16,500</i> <i>\$9,222 POLE, LUM, MAST</i> <i>\$7,278 MARGIN</i> <i>NEW POLE</i> <i>\$9,552 - NEW UPRIGHT</i> <i>+ 3,278 - MAST & LUMINAIRE</i> <i>+ 7,278 - MARGIN</i> <i>\$20,108</i> <i>- 17,669.98 - NEW BID ITEM CO# 3</i> <i>\$2,438.02</i> <i>+ 5,944 - ORIGINAL POLE UPRIGHT ONLY</i> <i>\$8,382.02 ACTUAL NEW MATERIAL COST</i>	\$9,552.00	E	\$9,552.00
TOTAL						\$9,552.00

F.O.B. Point of Shipment, Terms: Net 30, Freight: Prepaid and ALLOWED

Unless otherwise stated, this quotation expires 30 days from the above date. All orders are subject to approval by our credit department. This proposal is offered as a complete package and any deviations from the quantities listed could result in price adjustments and/or withdrawal of the entire proposal.

Techline, Inc. reserves the right to withdraw this quotation at any time prior to execution of a purchase order by both parties.



1578 Wald Rd
New Braunfels, TX 78132

Phone (830) 608-0497
Fax (830) 608-0499
Tom's Mobile 210-844-2995
tom.soltis@techline-inc.com
Tracy's Mobile 210-289-4867
tracy.soltis@techline-inc.com
Nick's Mobile 858-335-4492
nicholas.daly@techline-inc.com

Quoted To

DeNucci Constructors

Date
Control
Project
Highway
County

May 1, 2023

Attn:

Aaron DeNucci

Bid	Item	Quantity	Catalog Number and/or Description	Unit Price	U/M	Total Price
		1	INS TRF SIG PL AM(S)1 ARM(44')LUM (UPRIGHT ONLY)	\$5,944.00	E	\$5,944.00
TOTAL						\$5,944.00

F.O.B. Point of Shipment, Terms: Net 30, Freight: Prepaid and ALLOWED

Unless otherwise stated, this quotation expires 30 days from the above date. All orders are subject to approval by our credit department. This proposal is offered as a complete package and any deviations from the quantities listed could result in price adjustments and/or withdrawal of the entire proposal.

Techline, Inc. reserves the right to withdraw this quotation at any time prior to execution of a purchase order by both parties.



9609 Beck Circle • Austin, Texas 78758-5401
Phone: (512) 833-5410 • Fax: (512) 833-5407

180517-3.12 0 3410-1.1 1oz



DENUCCI CONSTRUCTORS, LLC
8310-1 CAPITAL OF TEXAS HWY N
STE 275
AUSTIN TX 78731



40172-218

INVOICE 1942862-01

Invoice Date	Shipped Date	Customer #	Page #
06/07/22	06/07/22	9766	1
Terms	Order #	P.O. Number	
NET 30 DAYS	1942862-01	40172	
Ship Via	Ship Point		
TECHLINE	Techline TxDot New Braunfels		
Ship To:		Instructions	
DeNucci Constructors, LLC Great Oaks Drive Improvement 8310-1 Capital of Texas Hwy N Ste 275 Austin, TX 78731			
Please Remit All Payments To:			
Techline, Inc. P.O. Box 674005 Dallas, TX 75267-4005			
Please Remit Overnight Payments To:			
Techline, Inc. (972) 705-4267 4400 Amon Carter Blvd. Suite 110 Fort Worth, TX 76155			

Line No.	Product And Description	Quantity Ordered	Quantity B.O.	Quantity Shipped	Quantity U/M	Unit Price	Amount (Net)
1	SMA-32L-80-GV 32 FOOT SINGLE MAST ARM T.S. POLE, GALV W/LUM	2	0	2	EA	7570.00	15140.00
2	SMA-40L-80-GV 40 FOOT SINGLE MAST ARM T. S. POLE, GALV W/LUM	1	0	1	EA	8879.00	8879.00
3	SMA-44L-80-GV 44 FT MAST ARM T.S. POLE GALVANIZED	1	0	1	ea	9222.00	9222.00
8	ELC SRV TY D 120/240L070 ELC SRV TY D 120/240 070 (NS) AL (E) SP (0)	3	3	0	ea	1367.00	0.00
9	TXDOT RFD322498 250-M 250W EQ LED LUMINAIRE 120-277V GRAY 2021	25	25	0	each	0.00	0.00
10	TYPE 2 PLATE- COMPLETE TYPE 2 U/P BRKT PLATE W/ SADDLES & HDWE	17	17	0	EA	389.00	0.00
11	TYPE 2 ELBOW ONLY TYPE 2 UNDERPASS BRACKET ELBOW ONLY	17	17	0	EA	0.00	0.00
12	C8812 Bolt, Machine 5/8" X 12"	34	34	0	EA	0.00	0.00
13	C6813 Washer, 2-1/4" Square, Flat, 11/16" ID 5/8" BIt	34	34	0	EA	0.00	0.00
14	C205-0186 WASHER, DBL COIL SPRING 11/16" = DLW-58	34	34	0	EA	0.00	0.00
15	ELC SRV TY A 120/240{060 ELC SRV TY A 120/240 060 (NS) AL (E) SP (0)	1	1	0	ea	2212.00	0.00
Total							33241.00
Invoice Total							33241.00

Past due invoices will accrue interest at the rate of one and one-half percent (1.5%) per month (18% per year).

Commissioners Court - Special Session**35.****Meeting Date:** 07/10/2023

CR 255 Purchase Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Agenda Item

Discuss, consider and take appropriate action on 3 purchase contracts with Daniel Anderson, Laura Anderson, Amanda Anderson Glasscock, Travis D. Anderson and Hunter Anderson for a total of 1.177 acres needed as right of way for the CR 255 project (Parcels 43, 44 and 45). Funding Source: TANS P588

Background

Fiscal Impact

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

Attachments

contract

contract

contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/06/2023

Reviewed By

Becky Pruitt

Date

07/06/2023 09:05 AM

Started On: 06/29/2023 02:52 PM

REAL ESTATE CONTRACT

CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **DANIEL WEAVER ANDERSON, AMANDA ANDERSON GLASSCOCK, TRAVIS D. ANDERSON and HUNTER ANDERSON** (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 0.177-acres (7,696 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 43**):

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-THREE THOUSAND NINETY and 00/100 Dollars (\$23,090.00).

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 TWO THOUSAND FOUR HUNDRED TEN and 00/100 Dollars (\$2,410.00).

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 July 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.
- (d) It is expressly understood and agreed that seller is retaining title to the following improvements located on the Property, to wit: Gate/Fence improvements.

(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.

SELLERS:

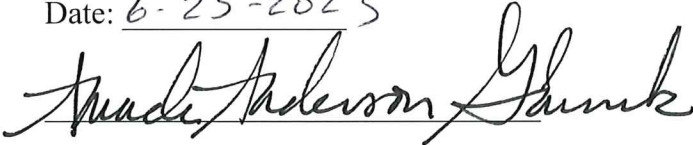


Daniel Weaver Anderson

Date: 6-25-2023

Address: 301 CR 289

Georgetown TX 78633



Amanda Anderson Glasscock

Date: 6-25-23



Travis D. Anderson

Date: 6-25-23



Hunter Anderson

Date: 6-25-2023

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

**0.177 ACRE RIGHT-OF-WAY PARCEL NO. 43
Daniel Anderson and Amanda Glasscock & et al.
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.177 ACRES (APPROXIMATELY 7,696 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 1.389 ACRE TRACT OF LAND CONVEYED TO DANIEL ANDERSON AND AMANDA GLASSCOCK & ET AL, IN A DEED DATED FEBRUARY 23, 2016 AND RECORDED IN DOCUMENT NO. 2016014757 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.177 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod with cap marked "RPLS 5785" found in the East right-of-way line of County Road 289 (right-of-way width varies), for the Northwest corner of the herein described tract, the Northwest corner of said Anderson Tract, the Southwest corner of a called 11.52 acre tract of land as described in the deed conveyed to Rockin Wilco L.P. filed of record in Document No. 2014101182, Official Public Records Williamson County, Texas;

THENCE North 69°00'05" East with the North line of said called 1.389 acre tract and the South line of said called 11.52 acre Wilco tract at a distance of 75.73 feet to the Northeast corner of the herein described tract a set 5/8 inch iron rod with 1-1/2" aluminum cap marked "WILLIAMSON COUNTY" from which a ½ inch iron with cap marked "RPLS 5704" found at the Northeast corner of said called 1.389 acre Anderson tract and the Southeast corner of said called 11.52 acre Wilco tract bears North 69°00'05" East a distance of 627.37 feet;

THENCE South 21°23'39" East across said Anderson tract a distance of 101.09 feet to the Southeast corner of the herein described tract, a 5/8 inch iron rod with 1-1/2" aluminum cap marked "WILLIAMSON COUNTY" set in the South line of said Anderson 1.389 acre tract and the North line of that certain called 5.0 acre tract of land as described in the deed to Daniel Weaver Anderson and Laura J. Anderson filed of record in Document Number: 2004045960, Official Public Records, Williamson County, Texas

from which a ½ inch iron rod found at the Southeast corner of said Anderson tract and the Northeast corner of said Anderson 5.00 acre tract bears North 69°00'13" East a distance of 623.55 feet;

THENCE South 69°00'13" West with the South line of said called 1.389 Anderson tract, a distance of 76.53 feet to the Southwest corner of the herein described tract a ½ inch iron rod found in the East right of way line of said County Road 289 at the Southwest corner of said called 1.389 acre Anderson tract and the Northwest corner of said called 5.0 acre Anderson tract;

THENCE North 20°56'36" West with the East right-of-way line of said County Road 289, and the West line of said called 1.389 acre Anderson tract a distance of 101.09 feet to the **POINT OF BEGINNING**, containing 0.177 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 43.

Page 2 of 4

I hereby certify that the hereon map and description was performed under my direct supervision:

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

Charles G. Walker Date: March , 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 0.177 ACRES (APPROXIMATELY 7,696 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO DANIEL ANDERSON AND AMANDA GLASSCOCK & ET AL, IN THAT CERTAIN SPECIAL WARRANTY DEED DATED FEBRUARY 23, 2016, AND RECORDED IN DOCUMENT NO. 2016014757 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
● M-H-S	1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
P.R.W.C.T.	PLAT RECORDS WILLIAMSON CO., TX.
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON CO., TX.
()	RECORD INFORMATION

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

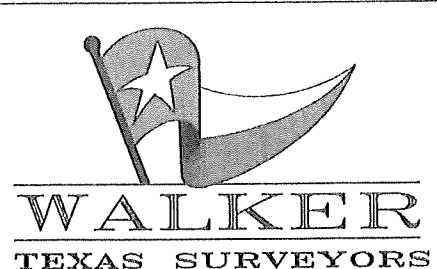
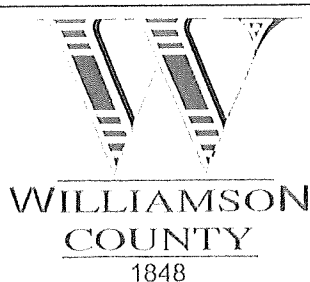
ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)
INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

THIS SURVEY 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: MARCH , 2023
DRAWING NO.: 0750504-02-PARCEL 42
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 3 of 4



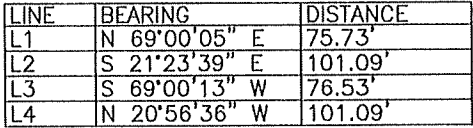


Exhibit "B"

Parcel 43

DEED
County Road 255 Right of Way

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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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 **DANIEL WEAVER ANDERSON, AMANDA ANDERSON GLASSCOCK, TRAVIS D. ANDERSON and HUNTER ANDERSON**, 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 0.177-acres (7,696 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 43**):

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: Gate/Fence improvements.

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]

GRANTORS:

Daniel Weaver Anderson

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2023 by Daniel Weaver Anderson in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

Amanda Anderson Glasscock

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2023 by Amanda Anderson Glasscock in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

Travis D. Anderson

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____,
2023 by Travis D. Anderson
in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

Hunter Anderson

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

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§

This instrument was acknowledged before me on this the ____ day of _____,
2023 by Hunter Anderson 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:

REAL ESTATE CONTRACT

CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **DANIEL WEAVER ANDERSON AND LAURA J. ANDERSON** (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 0.545-acres (23,755 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 44**):

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 SEVENTY-ONE THOUSAND TWO HUNDRED SIXTY-FIVE and 00/100 Dollars (\$71,265.00).

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 SEVENTEEN THOUSAND SIX HUNDRED FORTY and 00/100 Dollars (\$17,640.00).

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 July 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.
- (d) It is expressly understood and agreed that seller is retaining title to the following improvements located on the Property, to wit: Gate/Fence improvements.

(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:

Daniel Weaver Anderson

Daniel Weaver Anderson

Date: 6-25-2023

Address: 301 CR 289

Georgetown Tx 78633

Laura J. Anderson

Laura J. Anderson

Date: 6/25/2023

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

**0.545 ACRE RIGHT-OF-WAY PARCEL NO. 44
DANIEL WEAVER ANDERSON AND LAURA J. ANDERSON
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.545 ACRES (APPROXIMATELY 23,755 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 5.00 ACRE TRACT OF LAND CONVEYED TO DANIEL WEAVER ANDERSON AND LAURA J. ANDERSON, IN A DEED DATED MAY 3, 2004 AND RECORDED IN DOCUMENT NO. 2004045960 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.545 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod found in the East right-of-way line of County Road 289 (right-of-way width varies), for the Northwest corner of the herein described tract, the Northwest corner of said Anderson called 5.00 acre tract, the Southwest corner of a called 1.389 acre tract of land as described in the deed conveyed to Daniel Anderson and Amanda Glasscock & et al, filed of record in Document No. 2016014757, Official Public Records Williamson County, Texas;

THENCE North 69°00'13" East with the North line of said called 5.00 acre Anderson tract and the South line of said called 1.389 acre Anderson tract at a distance of 76.53 feet to the Northeast corner of the herein described tract a set 5/8 inch iron rod with 1-1/2" aluminum cap marked "WILLIAMSON COUNTY" from which a ½ inch iron found at the Northeast corner of said called 5.0 acre Anderson tract and the Southeast corner of said called 1.389 acre Anderson tract bears North 69°00'13" East a distance of 623.55 feet;

THENCE South 21°23'39" East across said called 5.00 acre Anderson tract a distance of 306.27 feet to the Southeast corner of the herein described tract, a 5/8 inch iron rod with 1-1/2" aluminum cap marked "WILLIAMSON COUNTY" set in the South line of said Anderson called 5.00 acre tract and the North line of that certain called 10.431 acre tract save and except 5.00 acre of land as described in the deed to Daniel Weaver Anderson et al filed of record in Document Number: 2016014757, Official Public

Records, Williamson County, Texas from which a ½ inch iron rod found at the Southeast corner of said Anderson called 5.00 acre tract and the Northeast corner of said Anderson 10.431 acre tract bears North 69°00'34" East a distance of 612.21 feet;

THENCE South 69°00'34" West with the South line of said called 5.00 Anderson tract and the North line of said called 10.431 acre Anderson tract, a distance of 78.60 feet to the calculated Southwest corner of the herein described tract;

THENCE North 21°00'20" West with the East right-of-way line of said County Road 289, and the West line of said called 5.00 acre Anderson tract a distance of 306.26 feet to the **POINT OF BEGINNING**, containing 0.545 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).

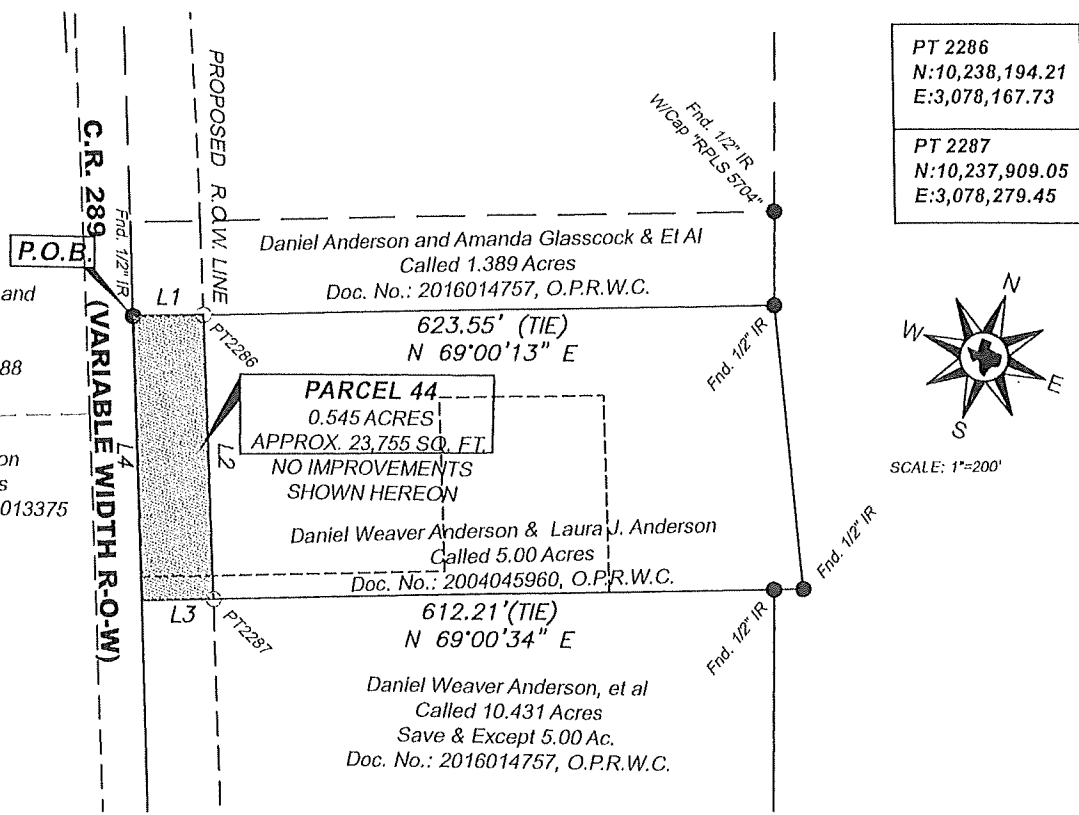
Attachments: Survey Drawing No. 075054-02-PARCEL 44.

Page 2 of 4

I hereby certify that the hereon map and description was performed under my direct supervision:

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

Charles G. Walker Date: March , 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800



LINE	BEARING	DISTANCE
L1	N 69°00'13" E	76.53'
L2	S 21°23'39" E	306.27'
L3	S 69°00'34" W	78.60'
L4	N 21°00'20" W	306.26'

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

CHARLES G. WALKER, 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: MARCH , 2023
DRAWING NO.: 0750504-02-PARCEL 44
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 4 OF 4



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.545 ACRES (APPROXIMATELY 23,755 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO DANIEL WEAVER ANDERSON AND LAURA J. ANDERSON, IN A DEED DATED MAY 3, 2004, AND RECORDED IN DOCUMENT NO. 2004045960 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

- 5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP
MARKED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- P.R.W.C.T. PLAT RECORDS WILLIAMSON CO., TX.
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON CO., TX.
- () RECORD INFORMATION

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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).

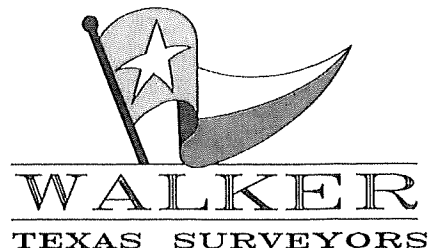
COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)
INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

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: MARCH , 2023
DRAWING NO.: 0750504-02-PARCEL 44
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 3 OF 4



"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."



Parcel 44

County Road 255 Right of Way

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NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

All of that certain 0.545-acre (23,755 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 44):**

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

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:

Daniel Weaver Anderson

ACKNOWLEDGMENT

STATE OF TEXAS

§ § §

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____,
2023 by Daniel Weaver Anderson in the capacity and for the purposes and consideration recited
therein.

Notary Public, State of Texas

Laura J. Anderson

ACKNOWLEDGMENT

STATE OF TEXAS

§ § §

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____,
2023 by Laura J. Anderson 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:

REAL ESTATE CONTRACT

CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **DANIEL WEAVER ANDERSON, AMANDA ANDERSON GLASSCOCK, TRAVIS D. ANDERSON and HUNTER ANDERSON** (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 0.455-acres (19,808 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 45**):

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 FIFTY-NINE THOUSAND FOUR HUNDRED TWENTY and 00/100 Dollars (\$59,420.00).

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 NINE THOUSAND SIX HUNDRED SIXTY and 00/100 Dollars (\$9,660.00).

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 July 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.
- (d) It is expressly understood and agreed that seller is retaining title to the following improvements located on the Property, to wit: Gate/Fence improvements.

(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.

SELLERS:

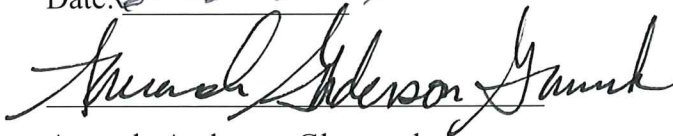


Daniel Weaver Anderson

Date: 6-25-2023

Address: 301 CR 289

Georgetown TX 78633



Amanda Anderson Glasscock

Date: 6-25-23



Travis D. Anderson

Date: 6-25-23



Hunter Anderson

Date: 6-25-2023

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

**0.455 ACRE RIGHT-OF-WAY PARCEL NO. 45
DANIEL WEAVER ANDERSON, et al
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.455 ACRES (APPROXIMATELY 19,808 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 10.431 ACRE SAVE AND EXCEPT A 5.0 ACRE TRACT OF LAND CONVEYED TO DANIEL WEAVER ANDERSON ET AL, IN A DEED DATED FEBRUARY 23, 2016 AND RECORDED IN DOCUMENT NO. 2016014757 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.455 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northwest corner of the herein described tract, a calculated corner in the East right-of-way line of County Road 289 (right-of-way width varies), the Northwest corner of said Anderson called 10.431 acre tract, the Southwest corner of a called 5.00 acre tract of land as described in the deed conveyed to Daniel Weaver Anderson and Laura J. Anderson, filed of record in Document No. 2004045960, Official Public Records Williamson County, Texas;

THENCE North 69°00'34" East with the North line of said called 10.431 acre Anderson tract and the South line of said called 5.00 acre Anderson tract a distance of 78.60 feet to the Northeast corner of the herein described tract a set 5/8 inch iron rod with 1-1/2" aluminum cap marked "WILLIAMSON COUNTY" from which a 1/2 inch iron found at the Northeast corner of said called 10.431 acre Anderson tract and the Southeast corner of said called 5.00 acre Anderson tract bears North 69°00'34" East a distance of 612.21 feet;

THENCE South 21°23'39" East across said called 10.431 acre Anderson tract a distance of 249.33 feet to the Southeast corner of the herein described tract, a 5/8 inch iron rod with 1-1/2" aluminum cap marked "WILLIAMSON COUNTY" set in the South line of said Anderson called 10.431 acre tract and the North line of that certain called 4.981 acre tract of land as described in the deed to Hunter Anderson filed of record in Document Number: 2022013286 Official Public Records, Williamson County, Texas

from which a ½ inch iron rod found at the Southeast corner of said Anderson called 10.431 acre tract and the Northeast corner of said Hunter Anderson called 4.981 acre tract bears North 69°02'28" East a distance of 602.64 feet;

THENCE South 69°02'28" West with the South line of said called 10.431 Anderson tract and the North line of said called 4.981 acre Hunter Anderson tract, a distance of 80.31 feet to the Southwest corner of the herein described tract a ½ inch iron rod with cap marked "5784" found in the East right of way line of said County Road 289;

THENCE North 21°00'05" West with the East right-of-way line of said County Road 289, and the West line of said called 10.431 acre Anderson tract a distance of 249.27 feet to the **POINT OF BEGINNING**, containing 0.455 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 45.

Page 2 of 4

I hereby certify that the hereon map and description was performed under my direct supervision:

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

Charles G. Walker Date: March , 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 0.455 ACRES (APPROXIMATELY 19,808 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO DANIEL WEAVER ANDERSON, ET AL, IN A DEED DATED FEBRUARY 23, 2016, AND RECORDED IN DOCUMENT NO. 2016014757 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

- 5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP
MARKED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- P.R.W.C.T. PLAT RECORDS WILLIAMSON CO., TX.
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON CO., TX.
- () RECORD INFORMATION

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

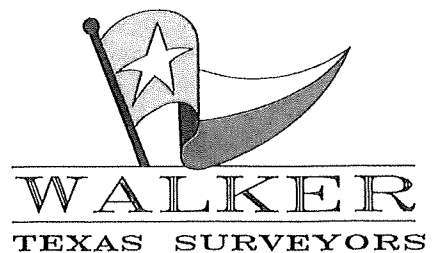
ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

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.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

CHARLES G. WALKER, 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: MARCH , 2023
DRAWING NO.: 0750504-02-PARCEL 45
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 3 OF 4



Patricia MJ Anderson
Called 12.66 Acres
Document Number 2004013375
O.P.R.W.C.

Maria S. Aguilar
Called 3 Acres
Document Number 2007040453
O.P.R.W.C.

Steven A. Tomlinson, Jr.
Called 3 Acres
Document Number 2017004586
O.P.R.W.C.

Daniel Weaver Anderson and
Laura J. Anderson
Called 5.00 Acres
Document Number 2004045960, O.P.R.W.C.

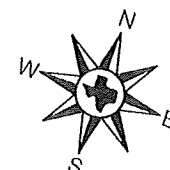
PARCEL 45
0.455 ACRES
APPROX. 19,808 SQ. FT.
NO IMPROVEMENTS
SHOWN HEREON

Daniel Weaver Anderson, et al
Called 10.431 Acres, S/E 5.00 AC.
Doc. NO. 2016014757, O.P.R.W.C.

N 69°02'28" E
602.64' (tie)
Hunter Anderson
Called 4.981 Acres
Doc. NO. 2022013286
O.P.R.W.C.

PT 2055
N:10,237,676.90
E:3,078,370.40

PT 2287
N:10,237,909.05
E:3,078,279.45



SCALE: 1"=200'

LINE	BEARING	DISTANCE
L1	N 69°00'34" E	78.60'
L2	S 21°23'39" E	249.33'
L3	S 69°02'28" W	80.31'
L4	N 21°00'05" W	249.27'

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

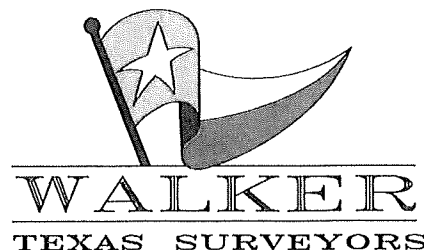
ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

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THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS THE FINAL SURVEY DOCUMENT."

CHARLES G. WALKER, 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: MARCH , 2023
DRAWING NO.: 0750504-02-PARCEL 45
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 4 OF 4



Parcel 45

County Road 255 Right of Way

202

20

§

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

All of that certain 0.455-acres (19,808 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 45):**

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

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]

GRANTORS:

Daniel Weaver Anderson

ACKNOWLEDGMENT

STATE OF TEXAS

§ § §

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____,
2023 by Daniel Weaver Anderson in the capacity and for the purposes and consideration recited
therein.

Notary Public, State of Texas

Amanda Anderson Glasscock

ACKNOWLEDGMENT

STATE OF TEXAS

§ § §

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____,
2023 by Amanda Anderson Glasscock in the capacity and for the purposes and consideration
recited therein.

Notary Public, State of Texas

Travis D. Anderson

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____,
2023 by Travis D. Anderson
in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

Hunter Anderson

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____,
2023 by Hunter Anderson 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 - Special Session**36.****Meeting Date:** 07/10/2023

Corridor F Purchase Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Trine CR 207, LLC for 1.44 acres needed as future right of way on the Corridor F project. Funding Source: TANS P588

Background

Fiscal Impact

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

Attachmentscontract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/06/2023

Reviewed By

Becky Pruitt

Date

07/06/2023 09:05 AM

Started On: 06/29/2023 02:56 PM

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by TRINE CR 207 LLC (collectively referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

A Fee Simple acquisition of approximately 1.44 acres of land as shown in Exhibit "A", attached hereto (the "Acquisition") and listed as Parcel ID Number R408553 in the Williamson County Central Appraisal District records. The final survey of said Acquisition will be provided by Purchaser prior to Closing.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Acquisition described in Exhibit "A" shall be ONE HUNDRED AND TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$125,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE TO BE SET FORTH AND GIVEN IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. PURCHASER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER AT CLOSING, AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY.

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Independence Title Company on or before July 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 Fee Simple Warranty Deed to Williamson County, Texas to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.02. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. If applicable, general real estate taxes for the current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by the 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 conveyance of the Easement for any reason, except Purchaser's default, Purchaser may enforce this Contract by Specific Performance or any other remedy available at law or equity.

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 VI MISCELLANEOUS

Notice

6.01. 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

6.02. 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

6.03. 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

6.04. 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

6.05. 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

6.06. Time is of the essence in this Contract.

Gender

6.07. 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

6.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Effective Date

6.09 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

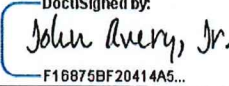
Counterparts

6.10. 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.

(Signatures on following pages)

SELLER:

TRINE CR 207 LLC

By:  _____

Its: Manager

Address: 740 CR 278

Liberty Hill, Texas 78642

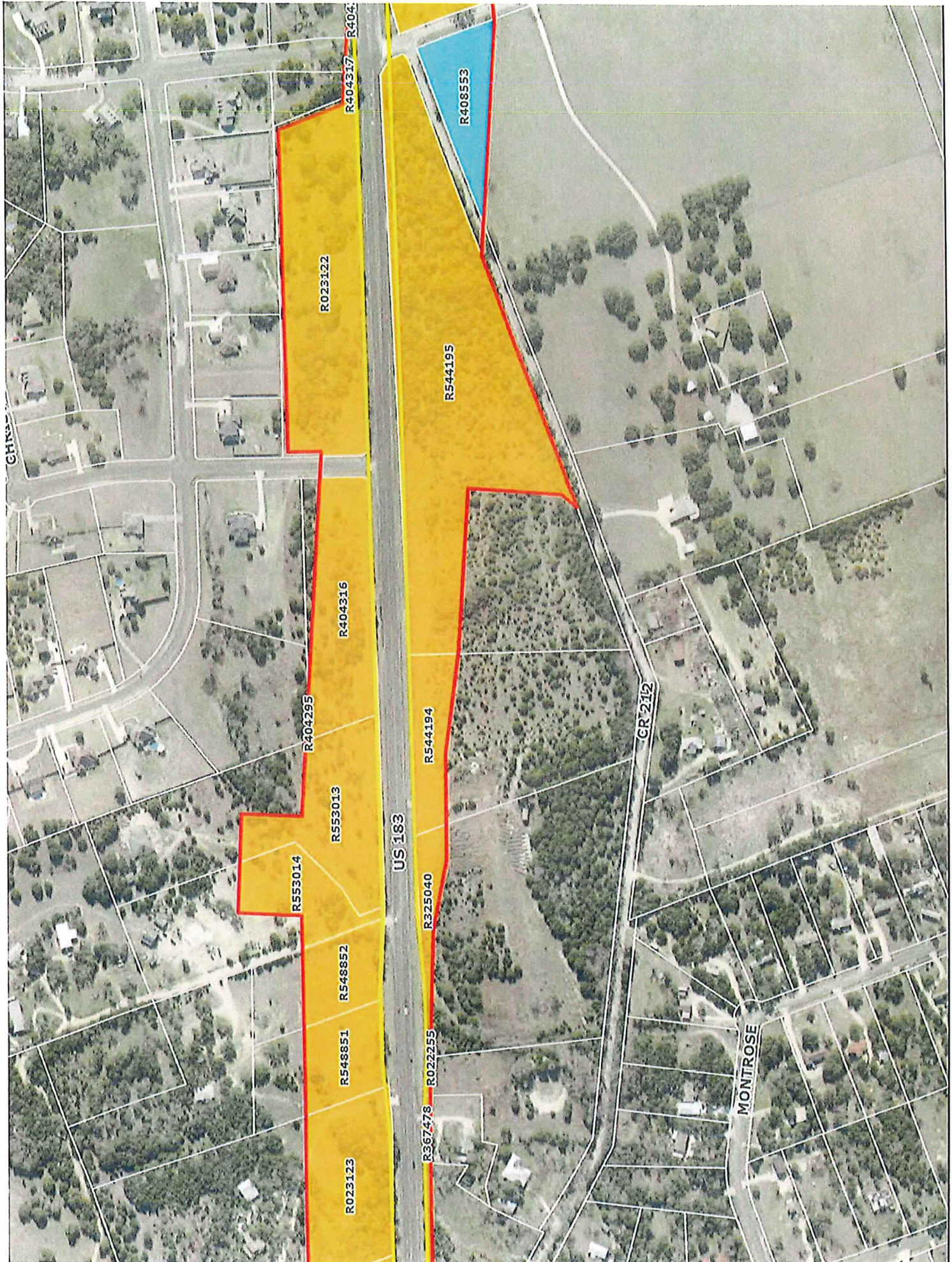
PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____



Commissioners Court - Special Session**37.****Meeting Date:** 07/10/2023

CR 214 Roadway Closure Order

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Agenda Item

Discuss, consider and take appropriate action on a Roadway Closure Order/Abandonment of Prescriptive Rights for portions of CR 214 as previously authorized by an Acceptance of Right of Way for Future Arterial Road and Abandonment of Prescriptive Rights for Portion of Old County Road 214 agreement with River Oaks Partners II, LLC dated May 23, 2023.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Order

Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/06/2023

Reviewed By

Becky Pruitt

Date

07/06/2023 04:10 PM

Started On: 07/06/2023 03:50 PM

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

ROADWAY CLOSURE ORDER

AN ORDER OF WILLIAMSON COUNTY, TEXAS, FINDING THAT PORTIONS OF CR 214 ARE NOT NECESSARY FOR PUBLIC USE AS A THOROUGHFARE; PROVIDING FOR THE VACATION, ABANDONMENT AND CLOSURE OF THE ROADWAYS; AND RELEASING ANY AND ALL PUBLIC RIGHTS, TITLE, AND INTEREST.

WHEREAS, on May 23, 2023 the Commissioners Court approved an agreement to abandon a portion of CR 214; and

WHEREAS, the portions of CR 214 to be abandoned are described in more detail in Exhibits A, B, C and D, (hereafter referred to as the “Right-of-Way”); and

WHEREAS, the Commissioners Court has determined that the Right-of-Way is not necessary as a public thoroughfare and has no other public use; and

WHEREAS, the Commissioners Court finds that vacating the Right-of-Way would have no adverse effect on adjacent properties; and

WHEREAS, the Commissioners Court has determined that it is in the best interest of the County to vacate, abandon, and close the Right-of-Way; and

NOW THEREFORE, be it ordered by the Commissioners Court of Williamson County, Texas:

1. **Finding of Fact:** That the foregoing recitals are incorporated into this Order by reference as findings of fact as if set forth herein at length.
2. **Right-of-Way Closure:** The Commissioners Court hereby vacates, abandons, and closes the Right-of-Way which is more particularly described in Exhibits A, B, C and D.
3. **Abandonment of Rights:** The Commissioners Court hereby abandons any and all public rights, title and interest, if any, to the Right-of-Way.
4. **Land Records:** The Commissioners Court hereby authorizes and instructs a signed and sealed copy of this Order to be recorded in the Official Records of Williamson County, Texas.
5. **Severability:** If any word, article, phrase, paragraph, sentence, clause, or provision of this Order shall be adjusted by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Order which

can be given effect without the invalid provision, and to this end the provision of this Order is declared to be severable.

6. **Effective Date:** This Order shall take effect immediately from and after the date of this Order.
7. **Underlying Property Owners.** Pursuant to Section 251.058 of the Texas Transportation Code, the underlying property owners are as follows:

PHAU-Lariat 108, LLC is the underlying property owner for the property shown in Exhibit “A”, and

Tripointe Homes Texas, Inc. is the underlying property owner for the property shown in Exhibit “B”, and

Ashton Austin Residential, LLC is the underlying property owner for the property shown in Exhibit “C”, and

PHAU-Lariat 108, LLC is the underlying property owner for the property shown in Exhibit “D”.

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, County Judge

ATTEST:

Nancy Rister, County Clerk

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

Before me, the undersigned notary public, personally appeared Bill Gravell, County Judge for Williamson County, Texas, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Notary Public, State of Texas



10090 W Highway 29 | Liberty Hill, Texas 78642

TBPLS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " A "
METES AND BOUNDS DESCRIPTION

BEING OF 0.455 OF ONE ACRE (19,815 SQUARE FEET) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE JAMES HACKETT SURVEY, ABSTRACT NO. 312 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 34.22 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO PHAU-LARIAT 108, LLC, RECORDED IN DOCUMENT NO. 2021138566 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at Calculated Point in the North line of Lot 1, Block J, NORTHGATE CR 214 ROW AND AMENITY CENTER, a subdivision of record in Document No. 2023024428 of said O.P.R.W.C.T., and the common South line of said 34.22 acre tract, from which a 1/2-inch rebar with cap stamped "LSI SURVEY" found in the exiting East right-of-way line of Plant Lane (60' R.O.W. – Doc. No. 2023024428) for the Northwest corner of said Lot 1, Block J, bears South 49°33'14" West a distance of 10.31 feet;

THENCE over and across said 34.22 acre tract, the following two (2) courses and distances:

1. **North 19°47'30" East** a distance of **122.90** feet to a Calculated Point; and
2. **North 16°12'52" East** a distance of **415.94** feet to a Calculated Point in the East line of said 34.22 acre tract and the common West line of a called 42.34 acre tract of land described in a Special Warranty Deed to Tri Pointe Homes Texas, Inc., recorded in Document No. 2021138718 of said O.P.R.W.C.T.;

THENCE **South 22°55'03" East** with the East line of said 34.22 acre tract and the common West line of said 42.34 acer tract a distance of **70.75** feet to a Calculated Point, from which a 1/2-inch rebar with cap stamped "LSI SURVEY" found in the North line of said Lot 1, Block J for the Southeast corner of said 34.22 acre tract and the common Southwest corner of said 42.34 acre tract, and also being a common corner of a remainder of a called 678.09 acre tract of land described as Tract 1 in a Special Warranty Deed to River Oaks Land Partners II, LLC., recorded in Document No. 2021137550 of said O.P.R.W.C.T. bears South 22°55'03" East a distance of 233.07 feet;

THENCE over and across said 34.22 acre tract, the following two (2) courses and distances:

1. **South 15°40'09" West** a distance of **109.52** feet to a Calculated Point; and
2. **South 17°49'41" West** over and across said 34.22 acre tract, a distance of **245.50** feet to a Calculated Point in the North line of said Lot 1, Block J;

THENCE with the North line of said Lot 1, Block J, the following two (2) courses and distances:

1. **South 74°53'35" West** a distance of **31.54** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" found; and
2. **South 40°26'46" East** a distance of **29.77** feet to a Calculated Point;

THENCE **South 20°21'37" West** over and across said 34.22 acre tract, a distance of **32.23** feet to a Calculated Point in the North line of said Lot 1, Block J;

THENCE **South 49°33'14" West** with the North line of said Lot 1, Block J and the common South line of said 34.22 acre tract, a distance of **76.50** feet to the **POINT OF BEGINNING** and containing 0.455 of one acre (19,815 square feet) of land more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203).

Distances and Areas shown hereon are surface values represented in U.S. Survey Feet based on site calibration, holding the following points:

1. A 1/2-inch rebar for the common corner of Lot 57, Block A, The Hidden Creek Estates and the 846.46 acre tract.
2. A 1/2-inch rebar with capped marked "FOREST 1847" on the North line of the 846.46 acre tract and the South line of a 232.61 acre tract described in Vol. 845, Pg. 441, D.R.W.C.T.
3. A 1/2-inch rebar with capped marked "FOREST 1847" on the West line of the 846.46 acre tract and the intersection of County Road no. 214 with San Gabriel Ranch Road.
4. A 1/2-inch rebar with capped marked "CS LTD" for the Northwest corner of Lot 2, Block B, Estates of Northgate, Phase 1, Section 1 and in the West row line of County Road No 214.
5. A nail found in a 30" live oak for the Southeast corner of the 846.46 acre tract and in the North line of a part of a called 8.255 acre tract described in Doc. No. 9721391, O.P.R.W.C.T.
6. A 1/2-inch rebar on the East line of the 846.46 acre tract and in the West line of a called 40.13 acre tract described in Vol. 2541, Pg. 236 of the D.R.W.C.T.

As shown on ALTA/NSPS land title survey of 846.46 acres prepared by Forest Surveying and Mapping Company, dated July 19, 2016.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed in June, 2021.

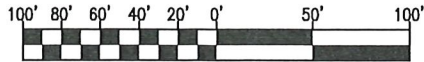
 05/23/2023

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 18-032

Attachments: CAD Drawing: L:\18032 - Northgate Ranch\CAD\DWGs\Northgate EX CR 124 Section 1.dwg



GRAPHIC SCALE



PHAU-LARIAT 108, LLC
(34.22 ACRES)
DOC. NO. 2021138566
O.P.R.W.C.T.

*SEE SHEET 05 FOR LEGEND, LINE TABLE, AND NOTES

TRI POINTE HOMES TEXAS, INC.
(42.34 ACRES)
NO. 2021138718
O.P.R.W.C.T.

RIVER OAKS
LAND PARTNERS II, LLC.
TRACT 1
REMAINDER (678.09 ACRES)
DOC. NO. 2021137550
O.P.R.W.C.T.

0.455 OF ONE ACRE
(19,815 SQ. FT.)

JAMES HACKETT SURVEY
ABSTRACT NO. 312

P.O.B.

L1

L2

PLANT
LANE
(60' ROW)

NORTHGATE CR 214 ROW
AND AMENITY CENTER
DOC. NO. 2023024428
O.P.R.W.C.T.

COUNTY ROAD NO. 214
(120' ROW)

L4

L5

L6

L7

L8

L9

L10

L11

L12

L13

L14

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LEGEND

⊙	1/2" REBAR WITH CAP FOUND WITH CAP STAMPED "LSI SURVEY" (OR AS NOTED)
△	CALCULATED POINT NOT SET
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING

Line Table		
Line #	Direction	Length
L1	S49°33'14"W	10.31'
L2	S61°05'28"W	61.29'
L3	S22°55'03"E	70.75'
L4	S74°53'35"W	31.54'
L5	S40°26'46"E	29.77'
L6	S20°21'37"W	32.23'
L7	S49°33'14"W	76.50'

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON SITE CALIBRATION, HOLDING THE FOLLOWING POINTS:

1. A 1/2-INCH REBAR FOR THE COMMON CORNER OF LOT 57, BLOCK A, THE HIDDEN CREEK ESTATES AND THE 846.46 ACRE TRACT.
2. A 1/2-INCH REBAR WITH CAPPED MARKED "FOREST 1847" ON THE NORTH LINE OF THE 846.46 ACRE TRACT AND THE SOUTH LINE OF A 232.61 ACRE TRACT DESCRIBED IN VOL. 845, PG. 441, D.R.W.C.T.
3. A 1/2-INCH REBAR WITH CAPPED MARKED "FOREST 1847" ON THE WEST LINE OF THE 846.46 ACRE TRACT AND THE INTERSECTION OF COUNTY ROAD NO. 214 WITH SAN GABRIEL RANCH ROAD.
4. A 1/2-INCH REBAR WITH CAPPED MARKED "CS LTD" FOR THE NORTHWEST CORNER OF LOT 2, BLOCK B, ESTATES OF NORTHGATE, PHASE 1, SECTION 1 AND IN THE WEST ROW LINE OF COUNTY ROAD NO 214.
5. A NAIL FOUND IN A 30" LIVE OAK FOR THE SOUTHEAST CORNER OF THE 846.46 ACRE TRACT AND IN THE NORTH LINE OF A PART OF A CALLED 8.255 ACRE TRACT DESCRIBED IN DOC, NO. 9721391, O.P.R.W.C.T.
6. A 1/2-INCH REBAR ON THE EAST LINE OF THE 846.46 ACRE TRACT AND IN THE WEST LINE OF A CALLED 40.13 ACRE TRACT DESCRIBED IN VOL. 2541, PG. 236 OF THE D.R.W.C.T.

AS SHOWN ON ALTA/NSPS LAND TITLE SURVEY OF 846.46 ACRES PREPARED BY FOREST SURVEYING AND MAPPING COMPANY, DATED JULY 19, 2016.

JOB NUMBER: 18-032	DATE: 05/23/2023
PROJECT NAME: NORTHGATE RANCH	
DRAWING NAME: NORTHGATE EX CR 214 SECTION 1	
DRAWING FILE PATH:	
K:\18032 - NORTHGATE RANCH\CAD\DWGS	
METES AND BOUNDS FILE PATH:	
K:\18032 - NORTHGATE RANCH\DESCRIPTIONS	
RPLS: FWF	TECH: FWF
PARTY CHIEF: N/A	CHK BY: HAS
SHEET 05 of 05	FIELDBOOKS N/A
	SCALE: 1" = 100'



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
 TBPELS FIRM NO. 10001800
 512-238-7901



10090 W Highway 29 | Liberty Hill, Texas 78642

TBPLS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " B "
METES AND BOUNDS DESCRIPTION

BEING OF 0.421 OF ONE ACRE (18,357 SQUARE FEET) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE JAMES HACKETT SURVEY, ABSTRACT NO. 312 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 42.34 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO TRI POINT HOMES TEXAS, INC., RECORDED IN DOCUMENT NO. 2021138718 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar with cap stamped "LSI SURVEY" found in the North line of Lot 1, Block J, NORTHGATE CR 214 ROW AND AMENITY CENTER, a subdivision of record in Document No. 2023024428 of said O.P.R.W.C.T., for the Southwest corner of said 42.34 acre tract and the common Southeast corner of a called 34.22 acre tract of land described in a Special Warranty Deed to PHAU-Lariat 108 LLC, recorded in Document No. 2021138566 of said O.P.R.W.C.T., and also being a common corner of a remainder of a called 678.09 acre tract of land described as Tract 1 in a Special Warranty Deed to River Oaks Land Partners II, LLC, recorded in Document No. 2021137550 of said O.P.R.W.C.T., from which a 1/2-inch rebar with cap stamped "LSI SURVEY" found in the exiting West right-of-way line of Lariat Loop (70' R.O.W. – Doc. No. 2023024428) for the Northeast corner of said Lot 1, Block J, bears North 67°04'57" East a distance of 114.99 feet;

THENCE North 22°55'03" West with the West line of said 42.34 acre tract and the common East line of said 34.22 acre tract, a distance of 233.07 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE **North 22°55'03" West** continuing with the West line of said 42.34 acre tract and the common East line of said 34.22 acre tract, a distance of **70.75** feet to a Calculated Point;

THENCE over and across said 42.34 acre tract, the following three (3) courses and distances:

1. **North 16°12'52" East** a distance of **95.30** feet to a Calculated Point;
2. **North 23°33'37" East** a distance of **278.47** feet to a Calculated Point; and
3. **North 32°04'09" East** a distance of **78.67** feet to a Calculated Point in the East line of said 42.34 acre tract and the common West line of a called 45.04 acre tract of land described in a Special Warranty Deed to Ashton Austin Residential, L.L.C., recorded in Document No. 2021138712 of said O.P.R.W.C.T.;

THENCE East line of said 42.34 acre tract and the common West line of said 45.04 acer tract, the following two (2) courses and distances:

1. **South 07°40'50" East** a distance of **41.04** feet to a Calculated Point; and
2. **South 11°52'26" East** a distance of **26.54** feet to a Calculated Point;

THENCE over and across said 42.34 acre tract, the following three (3) courses and distances:

1. **South 33°45'38" West** a distance of **32.99** feet to a Calculated Point;
2. **South 25°30'44" West** a distance of **207.76** feet to a Calculated Point; and
3. **South 15°40'09" West** a distance of **204.62** feet to the **POINT OF BEGINNING** and containing 0.421 of one acre (18,357 square feet) of land more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203).

Distances and Areas shown hereon are surface values represented in U.S. Survey Feet based on site calibration, holding the following points:

1. A 1/2-inch rebar for the common corner of Lot 57, Block A, The Hidden Creek Estates and the 846.46 acre tract.
2. A 1/2-inch rebar with capped marked "FOREST 1847" on the North line of the 846.46 acre tract and the South line of a 232.61 acre tract described in Vol. 845, Pg. 441, D.R.W.C.T.
3. A 1/2-inch rebar with capped marked "FOREST 1847" on the West line of the 846.46 acre tract and the intersection of County Road no. 214 with San Gabriel Ranch Road.
4. A 1/2-inch rebar with capped marked "CS LTD" for the Northwest corner of Lot 2, Block B, Estates of Northgate, Phase 1, Section 1 and in the West row line of County Road No 214.
5. A nail found in a 30" live oak for the Southeast corner of the 846.46 acre tract and in the North line of a part of a called 8.255 acre tract described in Doc. No. 9721391, O.P.R.W.C.T.
6. A 1/2-inch rebar on the East line of the 846.46 acre tract and in the West line of a called 40.13 acre tract described in Vol. 2541, Pg. 236 of the D.R.W.C.T.

As shown on ALTA/NSPS land title survey of 846.46 acres prepared by Forest Surveying and Mapping Company, dated July 19, 2016.

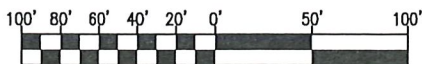
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed in June, 2021.


Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 18-032

Attachments: CAD Drawing: L:\18032 - Northgate Ranch\CAD\DWGs\Northgate EX CR 124 Section 2.dwg



GRAPHIC SCALE

TRI POINTE HOMES TEXAS, INC.
(42.34 ACRES)
DOC. NO. 2021138718
O.P.R.W.C.T.

0.421 OF ONE ACRE
(18,357 SQ. FT.)

*SEE SHEET 04 FOR NOTES

Line Table		
Line #	Direction	Length
L1	N22°55'03"W	70.75'
L2	N16°12'52"E	95.30'
L3	N32°04'09"E	78.67'
L4	S07°40'50"E	41.04'
L5	S11°52'26"E	26.54'
L6	S33°45'38"W	32.99'

ASHTON AUSTIN
RESIDENTIAL, L.L.C.
(45.04 ACRES)
DOC. NO. 2021138712
O.P.R.W.C.T.

PHAU-LARIAT 108, LLC
(34.22 ACRES)
DOC. NO. 2021138566
O.P.R.W.C.T.

TRI POINTE HOMES TEXAS, INC.
(42.34 ACRES)
DOC. NO. 2021138719
O.P.R.W.C.T.

RIVER OAKS
LAND PARTNERS II, LLC.
TRACT 1
REMAINDER (678.09 ACRES)
DOC. NO. 2021137550
O.P.R.W.C.T.



LEGEND

- 1/2" REBAR WITH CAP STAMPED "LSI SURVEY" FOUND (OR AS NOTED)
- CALCULATED POINT NOT SET
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING

JOB NUMBER: 18-032		DATE: 05/23/2023	
PROJECT NAME: NORTHGATE RANCH			
DRAWING NAME: NORTHGATE EX CR 214 SECTION 2			
DRAWING FILE PATH:			
K:\18032 - NORTHGATE RANCH\CAD\DWGS			
METES AND BOUNDS FILE PATH:			
K:\18032 - NORTHGATE RANCH\DESCRIPTIONS			
RPLS: TST	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 03 of 04		FIELDBOOKS N/A	SCALE: 1" = 100'

LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON SITE CALIBRATION, HOLDING THE FOLLOWING POINTS:

1. A 1/2-INCH REBAR FOR THE COMMON CORNER OF LOT 57, BLOCK A, THE HIDDEN CREEK ESTATES AND THE 846.46 ACRE TRACT.
2. A 1/2-INCH REBAR WITH CAPPED MARKED "FOREST 1847" ON THE NORTH LINE OF THE 846.46 ACRE TRACT AND THE SOUTH LINE OF A 232.61 ACRE TRACT DESCRIBED IN VOL. 845, PG. 441, D.R.W.C.T.
3. A 1/2-INCH REBAR WITH CAPPED MARKED "FOREST 1847" ON THE WEST LINE OF THE 846.46 ACRE TRACT AND THE INTERSECTION OF COUNTY ROAD NO. 214 WITH SAN GABRIEL RANCH ROAD.
4. A 1/2-INCH REBAR WITH CAPPED MARKED "CS LTD" FOR THE NORTHWEST CORNER OF LOT 2, BLOCK B, ESTATES OF NORTHGATE, PHASE 1, SECTION 1 AND IN THE WEST ROW LINE OF COUNTY ROAD NO 214.
5. A NAIL FOUND IN A 30" LIVE OAK FOR THE SOUTHEAST CORNER OF THE 846.46 ACRE TRACT AND IN THE NORTH LINE OF A PART OF A CALLED 8.255 ACRE TRACT DESCRIBED IN DOC, NO. 9721391, O.P.R.W.C.T.
6. A 1/2-INCH REBAR ON THE EAST LINE OF THE 846.46 ACRE TRACT AND IN THE WEST LINE OF A CALLED 40.13 ACRE TRACT DESCRIBED IN VOL. 2541, PG. 236 OF THE D.R.W.C.T.

AS SHOWN ON ALTA/NSPS LAND TITLE SURVEY OF 846.46 ACRES PREPARED BY FOREST SURVEYING AND MAPPING COMPANY, DATED JULY 19, 2016.

JOB NUMBER: 18-032		DATE: 05/23/2023	
PROJECT NAME: NORTHGATE RANCH			
DRAWING NAME: NORTHGATE EX CR 214 SECTION 2			
DRAWING FILE PATH:			
K:\18032 - NORTHGATE RANCH\CAD\DWGS			
METES AND BOUNDS FILE PATH:			
K:\18032 - NORTHGATE RANCH\DESCRIPTIONS			
RPLS: TST	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 04 of 04		FIELDBOOKS N/A	SCALE:1"= 100'



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901



10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " C "
METES AND BOUNDS DESCRIPTION

BEING OF 1.696 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415 AND THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, BOTH IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 45.04 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO ASHTON AUSTIN RESIDENTIAL, L.L.C., RECORDED IN DOCUMENT NO. 2021138712 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar with cap stamped "LSI SURVEY" found in the West line of said 45.04 acre tract, for a common corner of Lot 1, Block O, Block N, NORTHGATE CR 214 ROW AND AMENITY CENTER, a subdivision of record in Document No. 2023024428 of said O.P.R.W.C.T., and a called 42.34 acre tract of land described in a Special Warranty Deed to Tri Point Homes Texas, Inc., recorded in Document No. 2021138718 of said O.P.R.T.C.T., from which a 1/2-inch rebar with cap stamped "LSI SURVEY" found in the existing East terminus of Lariat Loop (70' R.O.W. Varies – Document No. 2023024428) for a common corner of said Lot 1, Block O and said 42.34 acre tract, bears South 67°04'57" West a distance of 115.01 feet;

THENCE with the West line of said 45.04 acre tract and the common East line of said 42.34 acre tract, the following four (4) courses and distances:

1. North 22°55'03" West a distance of 432.60 feet to a Calculated Point;
2. North 20°13'31" West a distance of 43.90 feet to a Calculated Point;
3. North 16°04'02" West a distance of 43.90 feet to a Calculated Point; and
4. North 11°52'26" West a distance of 17.36 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing with the West line of said 45.04 acre tract and the common East line of said 42.34 acre tract, the following two (2) courses and distances:

1. **North 11°52'26" West** a distance of **26.54** feet to a Calculated Point; and



2. **North 07°40'50" West** a distance of **41.04** feet to a Calculated Point;

THENCE over and across said 45.04 acre tract, the following nine (9) courses and distances:

1. **North 32°04'09" East** a distance of **122.86** feet to a Calculated Point;
2. **North 37°46'13" East** a distance of **200.99** feet to a Calculated Point;
3. **North 49°07'55" East** a distance of **280.78** feet to a Calculated Point;
4. **North 59°25'33" East** a distance of **115.31** feet to a Calculated Point;
5. **North 65°53'47" East** a distance of **357.13** feet to a Calculated Point from which a 1/2-inch rebar with cap stamped "LSI SURVEY" set in the North line of said 45.04 acre tract, for the Southerly common corner of said 42.34 acre tract and of a called 68.75 acre tract of land described in a Special Warranty Deed to PHAU-Larriet 108, LLC, recorded in Document No. 2021138569 of said O.P.R.T.C.T., bears **North 18°37'27" East** a distance of **126.78** feet;
6. **North 67°10'31" East** a distance of **319.26** feet to a Calculated Point;
7. Along a curve to the **Right** having a radius of **804.94** feet, an arc length of **128.90** feet, a delta angle of **09°10'30"**, and a chord which bears **North 71°48'43" East** a distance of **128.76** feet to a Calculated Point;
8. **North 76°23'58" East** a distance of **128.64** feet to a Calculated Point; and
9. **North 82°51'01" East** a distance of **1.94** feet to a Calculated Point in the East line of said 45.04 acre tract and the common West line of said 68.75 acre tract;

THENCE with the East line of said 45.04 acre tract and the common West line of said 68.75 acre tract, the following three (3) courses and distances:

1. **South 74°07'24" East** a distance of **11.51** feet to a Calculated Point;
2. **South 69°48'52" East** a distance of **48.87** feet to a Calculated Point; and
3. **South 65°30'20" East** a distance of **28.99** feet to a Calculated Point;

THENCE over and across said 45.04 acre tract, the following eight (8) courses and distances:

1. **South 86°12'36" West** a distance of **42.81** feet to a Calculated Point;
2. **South 78°48'37" West** a distance of **105.43** feet to a Calculated Point;
3. **South 74°23'41" West** a distance of **135.91** feet to a Calculated Point;
4. **South 66°25'14" West** a distance of **718.34** feet to a Calculated Point;



5. **South 60°08'38" West** a distance of **101.76** feet to a Calculated Point;
6. **South 49°38'29" West** a distance of **212.36** feet to a Calculated Point;
7. **South 42°35'37" West** a distance of **139.61** feet to a Calculated Point; and
8. **South 33°45'38" West** a distance of **291.33** feet to the **POINT OF BEGINNING** and containing 1.696 acres of land more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203).

Distances and Areas shown hereon are surface values represented in U.S. Survey Feet based on site calibration, holding the following points:

1. A 1/2-inch rebar for the common corner of Lot 57, Block A, The Hidden Creek Estates and the 846.46 acre tract.
2. A 1/2-inch rebar with capped marked "FOREST 1847" on the North line of the 846.46 acre tract and the South line of a 232.61 acre tract described in Vol. 845, Pg. 441, D.R.W.C.T.
3. A 1/2-inch rebar with capped marked "FOREST 1847" on the West line of the 846.46 acre tract and the intersection of County Road no. 214 with San Gabriel Ranch Road.
4. A 1/2-inch rebar with capped marked "CS LTD" for the Northwest corner of Lot 2, Block B, Estates of Northgate, Phase 1, Section 1 and in the West row line of County Road No 214.
5. A nail found in a 30" live oak for the Southeast corner of the 846.46 acre tract and in the North line of a part of a called 8.255 acre tract described in Doc. No. 9721391, O.P.R.W.C.T.
6. A 1/2-inch rebar on the East line of the 846.46 acre tract and in the West line of a called 40.13 acre tract described in Vol. 2541, Pg. 236 of the D.R.W.C.T.

As shown on ALTA/NSPS land title survey of 846.46 acres prepared by Forest Surveying and Mapping Company, dated July 19, 2016.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed in June, 2021.

 05/23/2023
Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 18-032

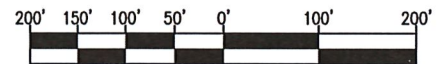
Attachments: CAD Drawing: L:\18032 - Northgate Ranch\CAD\DWGs\Northgate EX CR 124 Section 3.dwg

TRI POINTE HOMES
TEXAS, INC.
(42.34 ACRES)
DOC. NO. 2021138718
O.P.R.W.C.T.

PHAU-LARIAT 108, LLC
(68.75 ACRES)
DOC. NO. 2021138569
O.P.R.W.C.T.

1.696 ACRES

APPROXIMATE SURVEY LINE



GRAPHIC SCALE



ASHTON AUSTIN
RESIDENTIAL, L.L.C.
(45.04 ACRES)
DOC. NO. 2021138712
O.P.R.W.C.T.

P.O.B.

L3
L2
L1

JOHN McDEVITT SURVEY
ABSTRACT NO. 415
JAMES HACKETT SURVEY
ABSTRACT NO. 312

TRI POINTE HOMES
TEXAS, INC.
(42.34 ACRES)
DOC. NO. 2021138719
O.P.R.W.C.T.

N22°55'03"W 432.60'

P.O.C.

S67°04'57"W
115.01'

LARIAT
LOOP
(70' ROW)

NORTHGATE CR 214 ROW
AND AMENITY CENTER
DOC. NO. 2023024428
O.P.R.W.C.T.

COUNTY ROAD NO. 214
(120' ROW)

OVERALL SKETCH, SEE SHEETS 05-06
FOR DETAILED INFORMATION.

JOB NUMBER: 18-032		DATE:05/23/2023	
PROJECT NAME: NORTHGATE RANCH			
DRAWING NAME: NORTHGATE EX CR 214 SECTION 3			
DRAWING FILE PATH:			
K:\18032 – NORTHGATE RANCH\CAD\DWGS			
METES AND BOUNDS FILE PATH:			
K:\18032 – NORTHGATE RANCH\DESCRIPTIONS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 04 of 06	FIELDBOOKS N/A		SCALE:1"= 200'

LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

TRI POINTE HOMES TEXAS, INC.
(42.34 ACRES)
DOC. NO. 2021138718
O.P.R.W.C.T.

APPROXIMATE SURVEY LINE

N65°53'47"E 357.13'

115.31'
N59°25'33"E

S66°25'14"W
718.34'

S60°08'38"W
101.76'

1.696 ACRES

N49°07'55"E 280.78'

S49°38'29"W 212.36'

S42°35'37"W
139.61'

ASHTON AUSTIN
RESIDENTIAL, L.L.C.
(45.04 ACRES)
DOC. NO. 2021138712
O.P.R.W.C.T.

N37°46'13"E 200.99'

S33°45'38"W 291.33'

JOHN McDEVITT SURVEY
ABSTRACT NO. 415

JAMES HACKETT SURVEY
ABSTRACT NO. 312

*SEE SHEET 06 FOR LINE/CURVE TABLES
AND NOTES

LEGEND

- 1/2" REBAR WITH CAP STAMPED "LSI SURVEY"
FOUND (OR AS NOTED)
- 1/2" REBAR WITH CAP MARKED "LSI SURVEY"
SET
- △ CALCULATED POINT NOT SET
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING

MATCHLINE SHEET 6
MATCHLINE SHEET 5

JOB NUMBER: 18-032		DATE: 05/23/2023	
PROJECT NAME: NORTHGATE RANCH			
DRAWING NAME: NORTHGATE EX CR 214 SECTION 3			
DRAWING FILE PATH:			
K:\18032 - NORTHGATE RANCH\CAD\DWGS			
METES AND BOUNDS FILE PATH:			
K:\18032 - NORTHGATE RANCH\DESCRIPTIONS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 05 of 06	FIELDBOOKS N/A		SCALE:1"= 100'

LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

JOHN McDEVITT SURVEY
ABSTRACT NO. 415

PHAU-LARIAT 108, LLC
(68.75 ACRES)
DOC. NO. 2021138569
O.P.R.W.C.T.

ASHTON AUSTIN
RESIDENTIAL, L.L.C.
(45.04 ACRES)
DOC. NO. 2021138712
O.P.R.W.C.T.

1.696 ACRES

Curve Table

Curve #	Radius	Length	Delta	Chord Bearing	Chord
C1	804.94'	128.90'	9°10'30"	N71°48'43"E	128.76'

Line Table

Line #	Direction	Length
L1	N20°13'31"W	43.90'
L2	N16°04'02"W	43.90'
L3	N11°52'26"W	17.36'
L4	N11°52'26"W	26.54'
L5	N07°40'50"W	41.04'
L6	N76°23'58"E	128.64'

Line Table

Line #	Direction	Length
L7	N82°51'01"E	1.94'
L8	S74°07'24"E	11.51'
L9	S69°48'52"E	48.87'
L10	S65°30'20"E	28.99'
L11	S86°12'36"W	42.81'

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON SITE CALIBRATION, HOLDING THE FOLLOWING POINTS:

1. A 1/2-INCH REBAR FOR THE COMMON CORNER OF LOT 57, BLOCK A, THE HIDDEN CREEK ESTATES AND THE 846.46 ACRE TRACT.
2. A 1/2-INCH REBAR WITH CAPPED MARKED "FOREST 1847" ON THE NORTH LINE OF THE 846.46 ACRE TRACT AND THE SOUTH LINE OF A 232.61 ACRE TRACT DESCRIBED IN VOL. 845, PG. 441, D.R.W.C.T.
3. A 1/2-INCH REBAR WITH CAPPED MARKED "FOREST 1847" ON THE WEST LINE OF THE 846.46 ACRE TRACT AND THE INTERSECTION OF COUNTY ROAD NO. 214 WITH SAN GABRIEL RANCH ROAD.
4. A 1/2-INCH REBAR WITH CAPPED MARKED "CS LTD" FOR THE NORTHWEST CORNER OF LOT 2, BLOCK B, ESTATES OF NORTHGATE, PHASE 1, SECTION 1 AND IN THE WEST ROW LINE OF COUNTY ROAD NO 214.
5. A NAIL FOUND IN A 30" LIVE OAK FOR THE SOUTHEAST CORNER OF THE 846.46 ACRE TRACT AND IN THE NORTH LINE OF A PART OF A CALLED 8.255 ACRE TRACT DESCRIBED IN DOC. NO. 9721391, O.P.R.W.C.T.
6. A 1/2-INCH REBAR ON THE EAST LINE OF THE 846.46 ACRE TRACT AND IN THE WEST LINE OF A CALLED 40.13 ACRE TRACT DESCRIBED IN VOL. 2541, PG. 236 OF THE D.R.W.C.T.

AS SHOWN ON ALTA/NSPS LAND TITLE SURVEY OF 846.46 ACRES PREPARED BY FOREST SURVEYING AND MAPPING COMPANY, DATED JULY 19, 2016.

JOB NUMBER: 18-032	DATE:05/23/2023
PROJECT NAME: NORTHGATE RANCH	
DRAWING NAME: NORTHGATE EX CR 214 SECTION 3	
DRAWING FILE PATH: K:\18032 - NORTHGATE RANCH\CAD\DWGS	
METES AND BOUNDS FILE PATH: K:\18032 - NORTHGATE RANCH\DESCRIPTIONS	
RPLS: FWF	TECH: JRM
PARTY CHIEF: N/A	CHK BY: HAS
SHEET 06 of 06	FIELDBOOKS N/A
SCALE:1"= 100'	

LSI LANDESIGN SERVICES, INC. ★

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901



10090 W Highway 29 | Liberty Hill, Texas 78642
TBPELS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " D "
METES AND BOUNDS DESCRIPTION

BEING OF 0.541 OF ONE ACRE (23,551 SQUARE FEET) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 68.75 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO PHAU-LARIAT 108, LLC, RECORDED IN DOCUMENT NO. 2021138569 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at 1/2-inch rebar with cap stamped "LSI SURVEY" found in the existing East terminus of Lariat Loop (70' – R.O.W. – Document No. 2023024428) for the Northwest corner of Lot 275, Block N, NORTHGATE CR 214 ROW AND AMENITY CENTER, a subdivision of record in Document No. 2023024428 of said O.P.R.W.C.T., and the common South line of said 68.75 acre tract, from which a 1/2-inch rebar with cap stamped "LSI SURVEY" found in the South line of said 68.75 acre tract and the common North line of said Lot 275, bears North 61°55'32" East a distance of 115.01 feet;

THENCE North 23°08'11" West over and across said 68.75 acre tract, a distance of 769.43 feet to a Calculated Point for the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing over and across said 68.75 acre tract, the following two (2) courses and distances:

1. **South 84°06'22" West** a distance of **186.32** feet to a Calculated Point; and
2. **South 86°12'36" West** a distance of **230.54** feet to a Calculated Point in the West line of said 68.75 acre tract and the common East line of a called 45.04 acre tract of land described in a Special Warranty Deed to Ashton Austin Residential, L.L.C., recorded in Document No. 2021138712 of said O.P.R.W.C.T., from which a 1/2-inch rebar with cap stamped "LSI SURVEY" found in the existing West terminus of said Lariat Loop for the Northeast corner of Lot 1, Block W, said NORTHGATE CR 214 ROW AND AMENITY CENTER, bears South 42°46'02" East a distance of 971.63 feet;

THENCE with the West line of said 68.75 acre tract and the common East line of said 45.04 acre tract, the following three (3) courses and distances:

1. **North 65°30'20" West** a distance of **28.99** feet to a Calculated Point;
2. **North 69°48'52" West** a distance of **48.87** feet to a Calculated Point; and
3. **North 74°07'24" West** a distance of **11.51** feet to a Calculated Point;

THENCE over and across said 68.75 acre tract, the following two (2) courses and distances:

1. **North 82°51'01" East** a distance of **494.67** feet to a Calculated Point; and
2. **South 07°33'40" East** a distance of **59.75** feet to the **POINT OF BEGINNING** and containing 0.541 of one acre (23,551 Square Feet) of land more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203).

Distances and Areas shown hereon are surface values represented in U.S. Survey Feet based on site calibration, holding the following points:

1. A 1/2-inch rebar for the common corner of Lot 57, Block A, The Hidden Creek Estates and the 846.46 acre tract.
2. A 1/2-inch rebar with capped marked "FOREST 1847" on the North line of the 846.46 acre tract and the South line of a 232.61 acre tract described in Vol. 845, Pg. 441, D.R.W.C.T.
3. A 1/2-inch rebar with capped marked "FOREST 1847" on the West line of the 846.46 acre tract and the intersection of County Road no. 214 with San Gabriel Ranch Road.
4. A 1/2-inch rebar with capped marked "CS LTD" for the Northwest corner of Lot 2, Block B, Estates of Northgate, Phase 1, Section 1 and in the West row line of County Road No 214.
5. A nail found in a 30" live oak for the Southeast corner of the 846.46 acre tract and in the North line of a part of a called 8.255 acre tract described in Doc. No. 9721391, O.P.R.W.C.T.
6. A 1/2-inch rebar on the East line of the 846.46 acre tract and in the West line of a called 40.13 acre tract described in Vol. 2541, Pg. 236 of the D.R.W.C.T.

As shown on ALTA/NSPS land title survey of 846.46 acres prepared by Forest Surveying and Mapping Company, dated July 19, 2016.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed in June, 2021.

 05/23/2023
Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803

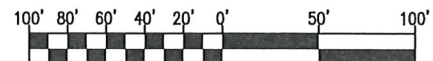


Job Number: 18-032

Attachments: CAD Drawing: L:\18032 - Northgate Ranch\CAD\DWGs\Northgate EX CR 124 Section 4.dwg



SEE SHEETS 04 FOR NOTES



GRAPHIC SCALE

JOHN McDEVITT SURVEY
ABSTRACT NO. 415

0.541 OF ONE ACRE
(23,551 SQ. FT.)

N82°51'01"E 494.67'

S86°12'36"W
230.54'

S84°06'22"W
186.32'

P.O.B.

PHAU-LARIAT 108, LLC
(68.75 ACRES)
DOC. NO. 2021138569
O.P.R.W.C.T.

ASHTON AUSTIN
RESIDENTIAL, L.L.C.
(45.04 ACRES)
DOC. NO. 2021138712
O.P.R.W.C.T.



N23°08'11"W 769.43'

NORTHGATE CR 214 ROW
AND AMENITY CENTER
DOC. NO. 2023024428
O.P.R.W.C.T.

Line Table		
Line #	Direction	Length
L1	S54°47'48"W	65.51'
L2	N65°30'20"W	28.99'
L3	N69°48'52"W	48.87'
L4	N74°07'24"W	11.51'
L5	S07°33'40"E	59.75'

LEGEND

- ⊙ 1/2" REBAR WITH CAP STAMPED "LSI SURVEY"
FOUND (OR AS NOTED)
- △ CALCULATED POINT NOT SET
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING

ASHTON AUSTIN
RESIDENTIAL, L.L.C.
(45.04 ACRES)
DOC. NO. 2021138712
O.P.R.W.C.T.

P.O.C.

COUNTY ROAD
NO. 214
(120' ROW)

JOB NUMBER: 18-032		DATE:05/23/2023	
PROJECT NAME: NORTHGATE RANCH			
DRAWING NAME: NORTHGATE EX CR 214 SECTION 4			
DRAWING FILE PATH:			
K:\18032 – NORTHGATE RANCH\CAD\DWGS			
METES AND BOUNDS FILE PATH:			
K:\18032 – NORTHGATE RANCH\DESCRIPTIONS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 03 of 04		FIELDBOOKS N/A	SCALE:1"= 100'

LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON SITE CALIBRATION, HOLDING THE FOLLOWING POINTS:

1. A 1/2-INCH REBAR FOR THE COMMON CORNER OF LOT 57, BLOCK A, THE HIDDEN CREEK ESTATES AND THE 846.46 ACRE TRACT.
2. A 1/2-INCH REBAR WITH CAPPED MARKED "FOREST 1847" ON THE NORTH LINE OF THE 846.46 ACRE TRACT AND THE SOUTH LINE OF A 232.61 ACRE TRACT DESCRIBED IN VOL. 845, PG. 441, D.R.W.C.T.
3. A 1/2-INCH REBAR WITH CAPPED MARKED "FOREST 1847" ON THE WEST LINE OF THE 846.46 ACRE TRACT AND THE INTERSECTION OF COUNTY ROAD NO. 214 WITH SAN GABRIEL RANCH ROAD.
4. A 1/2-INCH REBAR WITH CAPPED MARKED "CS LTD" FOR THE NORTHWEST CORNER OF LOT 2, BLOCK B, ESTATES OF NORTHGATE, PHASE 1, SECTION 1 AND IN THE WEST ROW LINE OF COUNTY ROAD NO 214.
5. A NAIL FOUND IN A 30" LIVE OAK FOR THE SOUTHEAST CORNER OF THE 846.46 ACRE TRACT AND IN THE NORTH LINE OF A PART OF A CALLED 8.255 ACRE TRACT DESCRIBED IN DOC, NO. 9721391, O.P.R.W.C.T.
6. A 1/2-INCH REBAR ON THE EAST LINE OF THE 846.46 ACRE TRACT AND IN THE WEST LINE OF A CALLED 40.13 ACRE TRACT DESCRIBED IN VOL. 2541, PG. 236 OF THE D.R.W.C.T.

AS SHOWN ON ALTA/NSPS LAND TITLE SURVEY OF 846.46 ACRES PREPARED BY FOREST SURVEYING AND MAPPING COMPANY, DATED JULY 19, 2016.

JOB NUMBER: 18-032		DATE: 05/23/2023	
PROJECT NAME: NORTHGATE RANCH			
DRAWING NAME: NORTHGATE EX CR 214 SECTION 4			
DRAWING FILE PATH:			
K:\18032 - NORTHGATE RANCH\CAD\DWGS			
METES AND BOUNDS FILE PATH:			
K:\18032 - NORTHGATE RANCH\DESCRIPTIONS			
RPLS: TST	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 04 of 04		FIELDBOOKS N/A	SCALE:1"= 100'



10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

**ACCEPTANCE OF RIGHT-OF-WAY FOR FUTURE ARTERIAL ROAD AND
ABANDONMENT OF PRESCRIPTIVE RIGHTS FOR PORTION OF OLD COUNTY
ROAD 214**

This Agreement (“Agreement”) to accept future arterial road right-of-way and abandoning old CR 214 is made by and between RIVER OAKS PARTNERS II, LLC (“Developer”) and Williamson County, Texas (“County”).

RECITALS

WHEREAS, on July 27, 2021, the Parties entered into a Development Agreement (July 27, 2021 Agreement) which, among other considerations, required the Developer to dedicate approximately 21.63 acres to the County, free and clear of any liens, to be utilized as right-of-way for new CR 214 and for the County to abandon approximately 3.19 acres, which is a portion of old CR 214; and

WHEREAS, the Developer has previously dedicated by final plat 16.95 acres to the County as right-of-way for the new CR 214, and

WHEREAS, the Parties have completed the surveys for the dedication of approximately 5.95 acres, which is attached hereto as Exhibit “A”, and for the abandonment of a portion of CR 214, which is attached hereto as Exhibit “B”; and

NOW THEREFORE, for and in consideration of the promises and considerations previously made, the County and the Developer agree as follows:

I.

1. The Developer hereby agrees to convey to the County and the County accepts approximately 5.95 acres to be utilized as future arterial road right-of-way, said conveyance being described in Exhibit “A”, attached hereto.
2. The County hereby abandons all prescriptive rights and any other interests held by the County to that portion of CR 214, being approximately 4.15 acres described in Exhibit “B”, attached hereto. The County Judge is authorized to execute a Release of Prescriptive Easement at a later date.

3. All other provisions of the July 21, 2021 Agreement remain in full force and effect.

SIGNED this 23 day of May, 2023 (“Effective Date”).

(Signatures on following pages)

WILLIAMSON COUNTY

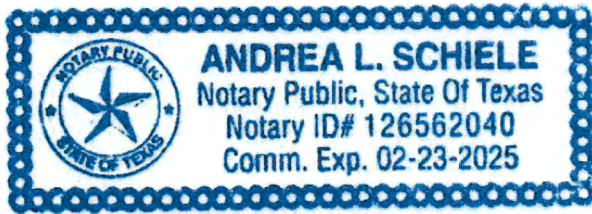
By: Bill Gravell
Bill Gravell (May 25, 2023 07:56 CDT)

Bill Gravell, Jr. County Judge

Date: May 25, 2023

THE STATE OF TEXAS §
 §
COUNTY OF Williamson §

This instrument was acknowledged before me on the 25th day of May, 2023,
by Bill Gravell, Jr, County Judge.



Andrea L. Schiele

Notary Public Signature

Attest:

Nancy E. Rister
Nancy Rister, County Clerk

RIVER OAKS LAND PARTNERS II,
LLC

By Grant Rolfe

Its: Vice President

Date: 5/18/23

THE STATE OF TEXAS

§

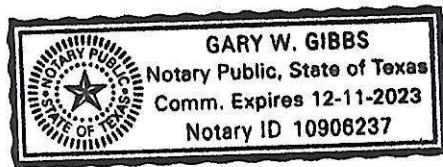
§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on May 18,
2023, by Grant Rolfe, as Vice President and on behalf of River Oaks
Land Partners, II, LLC.

(SEAL)



Gary W. Gibbs
Gary W. Gibbs
Notary Public Signature



10090 W Highway 29 | Liberty Hill, Texas 78642

TBPLS Firm No. 10001800 | 512-238-7901 office

EXHIBIT " A "
METES AND BOUNDS DESCRIPTION

BEING 5.95 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, THE WILLIAM H. MCCULLOUGH SURVEY, ABSTRACT NO. 465, AND THE J.H. LEE SURVEY, ABSTRACT NO. 835, ALL IN WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 678.09 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 IN A SPECIAL WARRANTY DEED TO RIVER OAKS LAND PARTNERS II, LLC, RECORDED IN DOCUMENT NO. 2021137550 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Calculated Point in the existing Easterly right-of-way line of County Road No. 214 (R.O.W. Varies), for the Westerly common corner of the remainder of said 678.09 acre tract and of Lot 51, Block E, ESTATES AT NORTHGATE PHASE 1 SECTION 3, a subdivision of record in Document No. 2022031088 of said O.P.R.W.C.T., from which a 1/2-inch rebar with cap stamped "FOREST RPLS 1847" found bears North 65°27'38" West a distance of 2.25 feet, also from which a 1/2-inch rebar found in the existing Easterly right-of-way line of said County Road No. 214 and the common Westerly line of Lot 53, said Block E, bears along a curve to the Left having a radius of 1372.36 feet, an arc length of 31.58 feet, a delta angle of 01°19'06", and a chord which bears South 26°55'42" West a distance of 31.58 feet;

THENCE with the existing Easterly right-of-way line of said County Road No. 214 and the common Westerly line of the remainder of said 678.09 acre tract, along a curve to the Right having a radius of 1372.36 feet, an arc length of 59.11 feet, a delta angle of 02°28'04", and a chord which bears North 28°49'17" East a distance of 59.10 feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set, for the **POINT OF BEGINNING** of the herein described tract;

THENCE continuing with the existing Easterly right-of-way line of said County Road No. 214 and the common Westerly line of the remainder of said 678.09 acre tract, the following two (2) courses and distances:

1. Along a curve to the **Right** having a radius of **1372.36** feet, an arc length of **226.75** feet, a delta angle of **09°28'00"**, and a chord which bears **North 34°47'19" East** a distance of **226.49** feet to a 60D nail found; and
2. **North 39°23'11" East** a distance of **66.81** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set, from which a 60D nail found in the existing Easterly right-of-way line of said County Road No. 214 and the common Westerly line of the remainder of said 678.09 acre tract, bears **North 39°23'11" East** a distance of 211.52 feet;

THENCE **South 07°40'00" East** over and across the remainder of said 678.09 acre tract a distance of **178.97** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set;

THENCE **South 65°28'04" East** continuing over and across the remainder of said 678.09 acre tract, at a distance of 45.09 feet pass a corner of a called 57.98 acre tract of land described in a Special Warranty Deed to Tri Pointe Homes Texas, Inc., recorded in Document No. 2021138739 of said O.P.R.W.C.T. and continuing with the South line of said 57.98 acre tract for a total distance of **194.51** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set;

South 67°32'14" East continuing with the South line of said 57.98 acre tract a distance of **51.61** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set for the Southeast corner of said 57.98 acre tract;

THENCE over and across the remainder of said 678.09 acre tract, the following five (5) courses and distances:

1. **South 24°31'50" West** a distance of **0.59** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set;
2. **South 65°13'01" East** a distance of **342.73** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set;
3. **South 65°19'30" East** a distance of **338.85** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set;
4. **South 65°25'48" East** a distance of **701.53** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set; and
5. **South 56°04'42" East** a distance of **79.59** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set in the South line of the remainder of said 678.09 acre tract and the common North line of a called 95.34 acre tract of land described in a General Warranty Deed to Watson Ranch, LTD, recorded in Document No. 2009017881 of said O.P.R.W.C.T.;

THENCE **South 69°14'58" West** with the South line of the remainder of said 678.09 acre tract and the common North line of a called 95.34 acre tract, a distance of **201.12** feet to a 1/2-inch rebar found for a corner of the remainder of said 678.09 acre tract and the common Northwest corner of said 95.34 acre tract;

THENCE over and across the remainder of said 678.09 acre tract, the following eight (8) courses and distances:

1. **North 63°01'21" West** a distance of **238.42** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set;
2. **North 63°24'29" West** a distance of **245.91** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set;
3. **North 64°35'43" West** a distance of **85.80** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set;



4. **North 65°25'48" West** a distance of **69.00** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set;
5. **North 65°19'30" West** a distance of **339.10** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set;
6. **North 65°13'00" West** a distance of **342.53** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set;
7. **North 66°53'13" West** a distance of **51.31** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set; and
8. **North 65°28'04" West** a distance of **347.33** feet to the **POINT OF BEGINNING** and containing 5.95 acres of land more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203).

Distances and Areas shown hereon are surface values represented in U.S. Survey Feet based on site calibration, holding the following points:

1. A 1/2-inch rebar for the common corner of Lot 57, Block A, The Hidden Creek Estates and the 846.46 acre tract.
2. A 1/2-inch rebar with capped marked "FOREST 1847" on the North line of the 846.46 acre tract and the South line of a 232.61 acre tract described in Vol. 845, Pg. 441, D.R.W.C.T.
3. A 1/2-inch rebar with capped marked "FOREST 1847" on the West line of the 846.46 acre tract and the intersection of County Road no. 214 with San Gabriel Ranch Road.
4. A 1/2-inch rebar with capped marked "CS LTD" for the Northwest corner of Lot 2, Block B, Estates of Northgate, Phase I, Section I and in the West row line of County Road No 214.
5. A nail found in a 30" live oak for the Southeast corner of the 846.46 acre tract and in the North line of a part of a called 8.255 acre tract described in Doc. No. 9721391, O.P.R.W.C.T.
6. A 1/2-inch rebar on the East line of the 846.46 acre tract and in the West line of a called 40.13 acre tract described in Vol. 2541, Pg. 236 of the D.R.W.C.T.

As shown on ALTA/NSPS land title survey of 846.46 acres prepared by Forest Surveying and Mapping Company, dated July 19, 2016.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed in April, 2023.

 05/18/2023
 Frank W. Funk
 Registered Professional Land Surveyor
 State of Texas No. 6803



Job Number: 18-032

Attachments: CAD Drawing: K:\18032 - Northgate Ranch\CADD\DWG\NG Future Arterial.dwg

SUNDANCE RANCH NORTH
PHASE 2
CAB. R, SLIDE 7
O.R.W.C.T.

LOT 144

LOT 145

COUNTY ROAD NO. 214
(R.O.W. VARIES)

POINT OF
BEGINNING

C2

C1

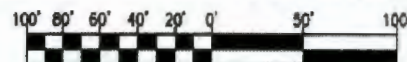
LOT 53

ESTATES AT NORTHGATE
PHASE 1, SECTION 3
DOC. NO. 2022031088
O.P.R.W.C.T.

LOT 52
BLOCK E

LOT 51

LOT 50



GRAPHIC SCALE

DETAIL "B"
NOT TO SCALE



TRI POINTE HOMES TEXAS, INC.
(57.98 ACRES)
DOC. NO. 2021138739
O.P.R.W.C.T.

RIVER OAKS LAND
PARTNERS II, LLC
TRACT 1
REMAINDER (678.09 ACRES)
DOC. NO. 2021137550
O.P.R.W.C.T.

SEMINOLE PIPELINE
EASEMENT
VOL. 826, PG. 325
VOL. 833, PG. 618
D.R.W.C.T.

MATCH LINE
SHEET 5
SHEET 4

5.95 ACRES

JAMES HACKETT SURVEY
ABSTRACT NO. 312

WILLIAM H. McCULLOUGH SURVEY
ABSTRACT NO. 465

*SEE SHEET 6 FOR NOTES AND LEGEND
*SEE SHEET 5 FOR LINE AND CURVE TABLES

JOB NUMBER: 18-032		DATE: 05/18/23	
PROJECT NAME: NORTHGATE RANCH			
DRAWING NAME: NG FUTURE ARTERIAL			
DRAWING FILE PATH:			
K:\18032 - NORTHGATE RANCH\CAD\DWGS			
METES AND BOUNDS FILE PATH:			
K:\18032 - NORTHGATE RANCH\DESCRIPTIONS			
RPLS: FWF	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 04 of 06		FIELDBOOKS N/A	SCALE: 1" = 100'

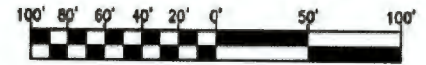
LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

MATCH LINE
SHEET 5
SHEET 4

JAMES HACKETT SURVEY
ABSTRACT NO. 312

WILLIAM H. McCULLOUGH SURVEY
ABSTRACT NO. 465



GRAPHIC SCALE

RIVER OAKS LAND
PARTNERS II, LLC
TRACT 1
REMAINDER (678.09 ACRES)
DOC. NO. 2021137550
O.P.R.W.C.T.

SEMINOLE PIPELINE
EASEMENT
VOL. 826, PG. 327
VOL. 833, PG. 618
D.R.W.C.T.

SEMINOLE PIPELINE
EASEMENT
VOL. 826, PG. 327
VOL. 833, PG. 618
D.R.W.C.T.

5.95 ACRES

LOT 49

ESTATES AT NORTHGATE
PHASE 1, SECTION 3
DOC. NO. 2022031088
O.P.R.W.C.T.

LOT 48

LOT 47
BLOCK E

LOT 46

MATCH LINE
SHEET 6
SHEET 5

CURVE TABLE

CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	1372.36'	31.58'	1°19'08"	S26°55'42"W	31.58'
C2	1372.36'	59.11'	2°28'04"	N28°49'17"E	59.10'
C3	1372.36'	226.75'	9°28'00"	N34°47'19"E	226.49'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N65°27'38"W	2.25'
L2	N39°23'11"E	66.81'
L3	S67°32'14"E	51.61'
L4	S24°31'50"W	0.59'

LINE TABLE

LINE #	BEARING	DISTANCE
L5	S56°04'42"E	79.59'
L6	N64°35'43"W	85.80'
L7	N65°25'48"W	69.00'
L8	N66°53'13"W	51.31'

*SEE SHEET 6 FOR NOTES AND LEGEND

JOB NUMBER: 18-032

DATE: 05/18/23

PROJECT NAME: NORTHGATE RANCH

DRAWING NAME: NG FUTURE ARTERIAL

DRAWING FILE PATH:

K:\18032 - NORTHGATE RANCH\CAD\DWGS

METES AND BOUNDS FILE PATH:

K:\18032 - NORTHGATE RANCH\DESCRIPTIONS

RPLS: FWF

TECH: JRM

PARTY CHIEF: N/A

CHK BY: HAS

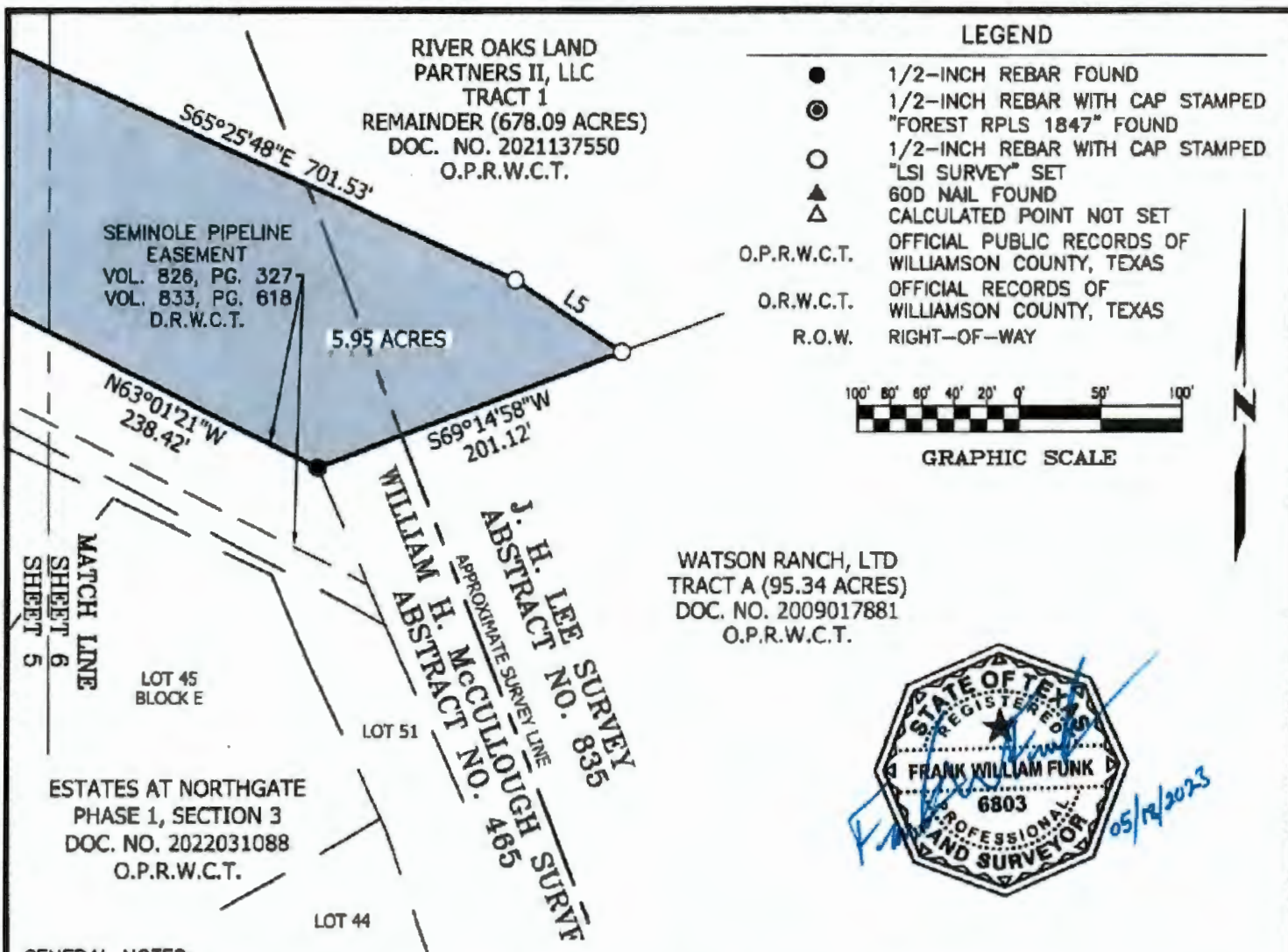
SHEET 05 of 06

FIELDBOOKS N/A

SCALE: 1" = 100'

LSI LANDESIGN 
SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901



GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

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2. A 1/2-INCH REBAR WITH CAPPED MARKED "FOREST 1847" ON THE NORTH LINE OF THE 846.46 ACRE TRACT AND THE SOUTH LINE OF A 232.61 ACRE TRACT DESCRIBED IN VOL. 845, PG. 441, D.R.W.C.T.
3. A 1/2-INCH REBAR WITH CAPPED MARKED "FOREST 1847" ON THE WEST LINE OF THE 846.46 ACRE TRACT AND THE INTERSECTION OF COUNTY ROAD NO. 214 WITH SAN GABRIEL RANCH ROAD.
4. A 1/2-INCH REBAR WITH CAPPED MARKED "CS LTD" FOR THE NORTHWEST CORNER OF LOT 2, BLOCK B, ESTATES OF NORTHGATE, PHASE 1, SECTION 1 AND IN THE WEST ROW LINE OF COUNTY ROAD NO 214.
5. A NAIL FOUND IN A 30" LIVE OAK FOR THE SOUTHEAST CORNER OF THE 846.46 ACRE TRACT AND IN THE NORTH LINE OF A PART OF A CALLED 8.255 ACRE TRACT DESCRIBED IN DOC. NO. 9721391, O.P.R.W.C.T.
6. A 1/2-INCH REBAR ON THE EAST LINE OF THE 846.46 ACRE TRACT AND IN THE WEST LINE OF A CALLED 40.13 ACRE TRACT DESCRIBED IN VOL. 2541, PG. 236 OF THE D.R.W.C.T.

AS SHOWN ON ALTA/NSPS LAND TITLE SURVEY OF 846.46 ACRES PREPARED BY FOREST SURVEYING AND MAPPING COMPANY, DATED JULY 19, 2016.

JOB NUMBER: 18-032		DATE: 05/18/23	
PROJECT NAME: NORTHGATE RANCH			
DRAWING NAME: NG FUTURE ARTERIAL			
DRAWING FILE PATH:			
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RPLS: FWF	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 06 of 06		FIELDBOOKS N/A	
		SCALE: 1" = 100'	

LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
 TBPES FIRM NO. 10001800
 512-238-7901



1220 McNeil Road, Suite 200 | Round Rock, Texas 78681

TBPLS Firm No. 10001800 | 512-238-7901 office

EXHIBIT "B"
METES AND BOUNDS DESCRIPTION

BEING 4.15 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, AND THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, BOTH IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 846.46 ACRE TRACT OF LAND REFERENCED AS TRACT 1 IN A SPECIAL WARRANTY DEED TO TEXAS LAND FUND NO. 6, L.P., RECORDED IN DOCUMENT NO. 2008064005 AND DESCRIBED IN DOCUMENT NO. 2008076591 BOTH OF THE OFFICIAL PUBLIC RECORDS OF 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-inch rebar with cap stamped "CS LTD" found for a corner of the remainder of said 846.46 acre tract and the common North corner of a called 0.45 of one acre tract of land described as PARCEL 6C in a Special Warranty Deed to Williamson County, Texas, recorded in Document No. 2009093312 of said O.P.R.W.C.T., from which a 1/2-inch rebar with cap stamped "CS LTD" found for the East corner of said PARCEL 6C and a common corner of the remainder of said 846.46 acre tract. bears South 50°35'36" East a distance of 66.05 feet;

THENCE with the Northwest line of said PARCEL 6C and a common line of the remainder of said 846.46 acre tract, the following four (4) courses and distances:

1. **South 46°09'31" West** a distance of **49.06** feet to a 1/2-inch rebar with cap stamped "CS LTD" found;
2. **South 44°21'51" West** a distance of **53.53** feet to a Calculated Point;
3. **South 43°27'42" West** a distance of **91.32** feet to a Calculated Point; and
4. **South 41°50'37" West** a distance of **31.53** feet to a Calculated Point for the Northwest corner of said PARCEL 6C and the common North corner of a called 3.43 acre tract of land described as PARCEL 3E in said Document No. 2009093312, also being in the West line of the remainder of said 846.46 acre tract and the common existing East right-of-way line of San Gabriel Ranch Road (R.O.W. Varies);

THENCE with the West line of the remainder of said 846.46 acre tract and the common existing East right-of-way line of said San Gabriel Ranch Road, the following two (2) courses and distances:

1. **North 05°55'55" West** a distance of **81.36** feet to a 1/2-inch rebar with cap stamped "FOREST 1847" found; and
2. **North 05°40'37" West** a distance of **12.90** feet to a Calculated Point;

THENCE over and across the remainder of said 846.46 acre tract, the following thirty (30) courses and distances:

1. **North 48°45'06" East** at a distance of 301.58 feet passing a 1/2-inch rebar found for the South corner of LOT 1, LONGHORN SUBDIVISION, a subdivision of record in Cab. G, Slide 96 of the Plat Records of Williamson County, Texas (P.R.W.C.T.), at a distance of 450.55 feet passing a 1/2-inch rebar with cap stamped "FOREST 1847" found for the East corner of said LOT 1, continuing over and across the remainder of said 846.46 acre tract for a total distance of **563.57** feet to a Calculated Point;
2. **North 27°30'52" East** a distance of **126.94** feet to a Calculated Point;
3. **North 17°01'38" East** a distance of **38.71** feet to a Calculated Point;
4. **North 19°47'30" East** a distance of **240.67** feet to a Calculated Point;
5. **North 16°12'52" East** a distance of **511.24** feet to a Calculated Point;
6. **North 23°33'37" East** a distance of **278.47** feet to a Calculated Point;
7. **North 32°04'09" East** a distance of **201.53** feet to a Calculated Point;
8. **North 37°46'13" East** a distance of **200.99** feet to a Calculated Point;
9. **North 49°07'55" East** a distance of **280.78** feet to a Calculated Point;
10. **North 59°25'33" East** a distance of **115.31** feet to a Calculated Point;
11. **North 65°53'47" East** a distance of **357.13** feet to a Calculated Point;
12. **North 67°10'31" East** a distance of **319.26** feet to a Calculated Point;
13. Along a curve to the **Right** having a radius of **804.94** feet, an arc length of **128.90** feet, a delta angle of **09°10'30"**, and a chord which bears **North 71°48'43" East** a distance of **128.76** feet to a Calculated Point;
14. **North 76°23'58" East** a distance of **128.64** feet to a Calculated Point;

15. **North 82°51'01" East** a distance of **496.61** feet to a Calculated Point;
16. **South 07°33'40" East** a distance of **59.75** feet to a Calculated Point;
17. **South 84°06'22" West** a distance of **186.32** feet to a Calculated Point;
18. **South 86°12'36" West** a distance of **273.35** feet to a Calculated Point;
19. **South 78°48'37" West** a distance of **105.43** feet to a Calculated Point;
20. **South 74°23'41" West** a distance of **135.91** feet to a Calculated Point;
21. **South 66°25'14" West** a distance of **718.34** feet to a Calculated Point;
22. **South 60°08'38" West** a distance of **101.76** feet to a Calculated Point;
23. **South 49°38'29" West** a distance of **212.36** feet to a Calculated Point;
24. **South 42°35'37" West** a distance of **139.61** feet to a Calculated Point;
25. **South 33°45'38" West** a distance of **324.32** feet to a Calculated Point;
26. **South 25°30'44" West** a distance of **207.76** feet to a Calculated Point;
27. **South 15°40'09" West** a distance of **314.14** feet to a Calculated Point;
28. **South 17°49'41" West** a distance of **252.33** feet to a Calculated Point;
29. **South 20°21'37" West** a distance of **398.91** feet to a Calculated Point; and

30. **South 46°14'11" West** a distance of **424.97** feet to the **POINT OF BEGINNING** and containing 4.15 acres of land more or less.

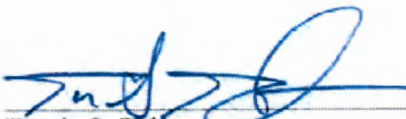
This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203).

Distances and Areas shown hereon are surface values represented in U.S. Survey Feet based on site calibration, holding the following points:

1. A 1/2-inch rebar for the common corner of Lot 57, Block A, The Hidden Creek Estates and the 846.46 acre tract.
2. A 1/2-inch rebar with capped marked "FOREST 1847" on the North line of the 846.46 acre tract and the South line of a 232.61 acre tract described in Vol. 845, Pg. 441, D.R.W.C.T.
3. A 1/2-inch rebar with capped marked "FOREST 1847" on the West line of the 846.46 acre tract and the intersection of County Road no. 214 with San Gabriel Ranch Road.
4. A 1/2-inch rebar with capped marked "CS LTD" for the Northwest corner of Lot 2, Block B, Estates of Northgate, Phase I, Section 1 and in the West row line of County Road No 214.
5. A nail found in a 30" live oak for the Southeast corner of the 846.46 acre tract and in the North line of a part of a called 8.255 acre tract described in Doc. No. 9721391, O.P.R.W.C.T.
6. A 1/2-inch rebar on the East line of the 846.46 acre tract and in the West line of a called 40.13 acre tract described in Vol. 2541, Pg. 236 of the D.R.W.C.T.

As shown on ALTA/NSPS land title survey of 846.46 acres prepared by Forest Surveying and Mapping Company, dated July 19, 2016.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed in June, 2021.


Travis S. Tabor
Registered Professional Land Surveyor
State of Texas No. 6428



Job Number: 18-032

Attachments: CAD Drawing: L:\18032 - Northgate Ranch\CADD\DWGs\Northgate EX CR 124.dwg



GRAPHIC SCALE

OVERALL SKETCH, SEE SHEETS 06-11
FOR DETAILED INFORMATION.

THE HIDDEN CREEK ESTATES
DOC. NO. 2016032981
O.P.R.W.C.T.

BLOCK A

LOT 57 LOT 56 LOT 55 LOT 54 LOT 53 LOT 52 LOT 51 LOT 50 LOT 49 LOT 48

APPROXIMATE SURVEY LINE

TEXAS LAND FUND NO. 6, L.P.
REMAINDER TRACT 1 - 846.46 ACRES
DOC. NO. 2008076591
DESCRIBED IN DOC. NO. 2008064005
O.P.R.W.C.T.

SAN GABRIEL RANCH ROAD
(ROW VARIES)

4.15 ACRES

JOHN McDEVITT SURVEY
ABSTRACT NO. 415
JAMES HACKETT SURVEY
ABSTRACT NO. 312

SUNDANCE
RANCH NORTH
PHASE 2
CAB. R, SLIDE 7
P.R.W.C.T.

LOT 140

LOT 141

COUNTY ROAD
NO. 214
(ROW VARIES)

TEXAS LAND FUND NO. 6, L.P.
REMAINDER TRACT 1 - 846.46 ACRES
DOC. NO. 2008076591
DESCRIBED IN DOC. NO. 2008064005
O.P.R.W.C.T.

OWNERSHIP TABLE

(A)	LOT 1 LONGHORN SUBDIVISION CAB. G, SLIDE 96 P.R.W.C.T.
(B)	WILLIAMSON COUNTY, TEXAS PARCEL 6C (0.45 OF ONE ACRE) DOC. NO. 2009093312 O.P.R.W.C.T.
(C)	WILLIAMSON COUNTY, TEXAS PARCEL 6E (3.43 ACRES) DOC. NO. 2009093312 O.P.R.W.C.T.

JOB NUMBER: 18-032	DATE: 06/30/2021
PROJECT NAME: NORTHGATE RANCH	
DRAWING NAME: NORTHGATE EX CR 214	
DRAWING FILE PATH: K:\18032 - NORTHGATE RANCH\CAD\DWGS	
METES AND BOUNDS FILE PATH: K:\18032 - NORTHGATE RANCH\DESCRIPTIONS	
RPLS: TST	TECH: JRM
PARTY CHIEF: N/A	CHK BY: HAS
SHEET 05 of 11	SCALE: 1" = 500'

LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901



GRAPHIC SCALE

JAMES HACKETT SURVEY
ABSTRACT NO. 312

SAN GABRIEL RANCH ROAD
(ROW VARIES)

LOT 1
LONGHORN SUBDIVISION
CAB. G, SLIDE 96
P.R.W.C.T.

TEXAS LAND FUND NO. 6, L.P.
REMAINDER TRACT 1 - 846.46 ACRES
DOC. NO. 2008076591
DESCRIBED IN DOC. NO. 2008064005
O.P.R.W.C.T.

LOT 140
SUNDANCE RANCH NORTH
PHASE 2
CAB. R, SLIDE 7
P.R.W.C.T.

LOT 141

COUNTY ROAD NO. 214
(ROW VARIES)

WILLIAMSON COUNTY, TEXAS
PARCEL 8E (3.43 ACRES)
DOC. NO. 2008093312
O.P.R.W.C.T.

WILLIAMSON COUNTY, TEXAS
PARCEL 8C (0.45 OF ONE ACRE)
DOC. NO. 2009093312
O.P.R.W.C.T.

TEXAS LAND FUND NO. 6, L.P.
REMAINDER TRACT 1 - 846.46 ACRES
DOC. NO. 2008076591
DESCRIBED IN DOC. NO. 2008064005
O.P.R.W.C.T.

*SEE SHEET 07 FOR LINE/CURVE TABLES & LEGEND
*SEE SHEET 11 FOR NOTES

MATCHLINE SHEET 7
MATCHLINE SHEET 6

JOB NUMBER: 18-032		DATE: 06/30/2021	
PROJECT NAME: NORTHGATE RANCH			
DRAWING NAME: NORTHGATE EX CR 214			
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METES AND BOUNDS FILE PATH: K:\18032 - NORTHGATE RANCH\DESCRIPTIONS			
RP'LS: TST	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 06 of 11		FIELDBOOKS N/A	SCALE: 1" = 100'

LSI LANDESIGN SERVICES, INC. ★

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

MATCHLINE SHEET 8
MATCHLINE SHEET 7

JAMES HACKETT SURVEY
ABSTRACT NO. 312

TEXAS LAND FUND NO. 6, L.P.
REMAINDER TRACT 1 - 846.46 ACRES
DOC. NO. 2008076591
DESCRIBED IN DOC. NO. 2008064005
O.P.R.W.C.T.

Line Table		
Line #	Direction	Length
L1	S46° 09' 31"W	49.06'
L2	S44° 21' 51"W	53.53'
L3	S43° 27' 42"W	91.32'
L4	S41° 50' 37"W	31.53'
L5	N05° 55' 55"W	81.36'
L6	N05° 40' 37"W	12.90'
L7	S50° 35' 36"E	66.05'
L8	N17° 01' 38"E	38.71'
L9	S07° 33' 40"E	59.75'
L10	S78° 48' 37"W	105.43'

Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord
C1	804.94'	128.90'	9°10'30"	N71° 48' 43"E	128.76'

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- ⊙ 1/2" REBAR WITH CAP FOUND WITH CAP MARKED "CSLTD" (OR AS NOTED)
- ▲ 60D NAIL FOUND (OR AS NOTED)
- △ CALCULATED POINT NOT SET
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- X — WIRE FENCE

*SEE SHEET 11 FOR NOTES

MATCHLINE SHEET 7
MATCHLINE SHEET 6

JOB NUMBER: 18-032	DATE: 06/30/2021
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DRAWING NAME: NORTHGATE EX CR 214	
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METES AND BOUNDS FILE PATH: K:\18032 - NORTHGATE RANCH\DESCRIPTIONS	
RPLS: TST	TECH: JRM
PARTY CHIEF: N/A	CHK BY: HAS
SHEET 07 of 11	SCALE: 1" = 100'

LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

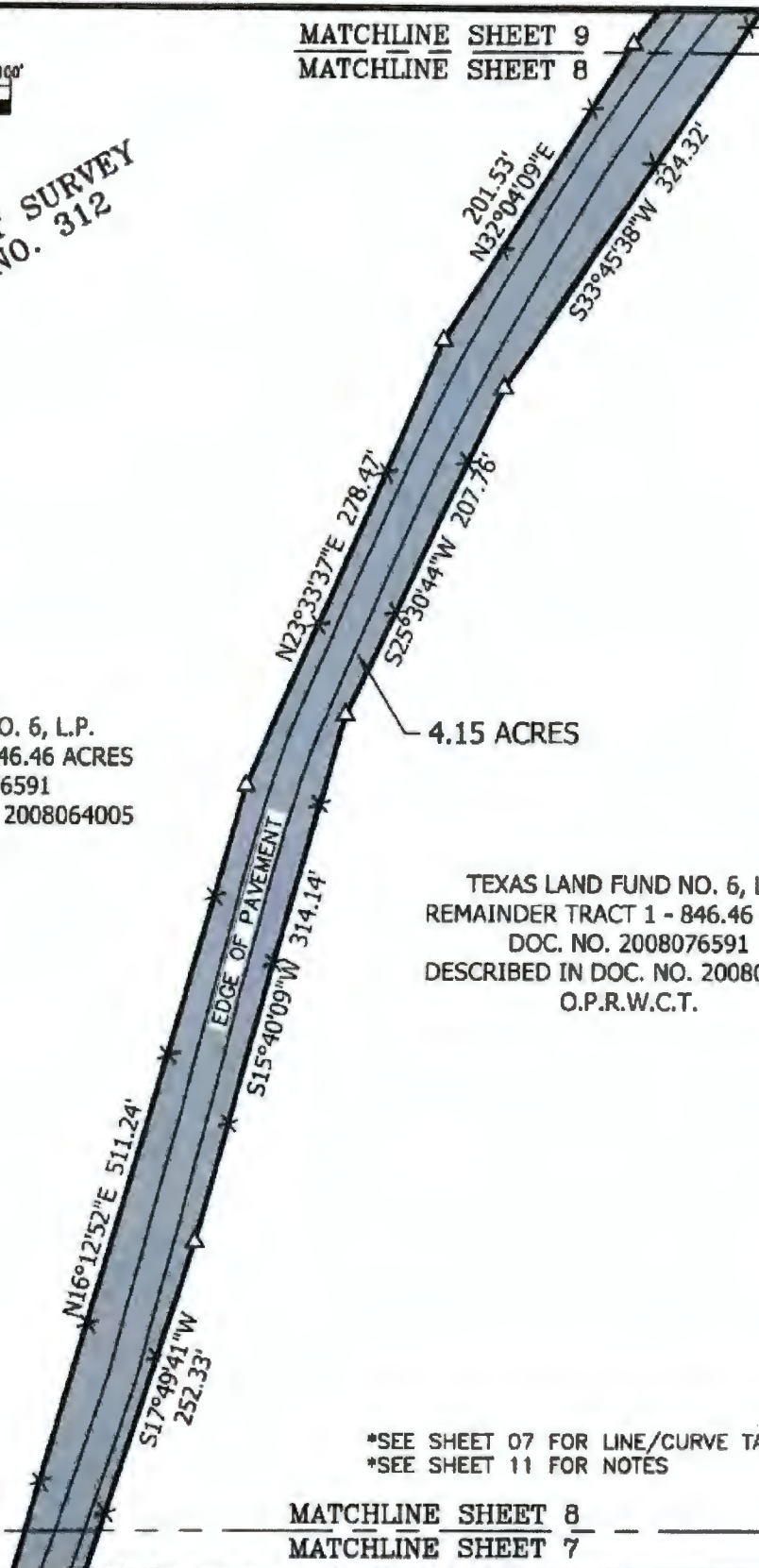


GRAPHIC SCALE

JAMES HACKETT SURVEY
ABSTRACT NO. 312

TEXAS LAND FUND NO. 6, L.P.
REMAINDER TRACT 1 - 846.46 ACRES
DOC. NO. 2008076591
DESCRIBED IN DOC. NO. 2008064005
O.P.R.W.C.T.

MATCHLINE SHEET 9
MATCHLINE SHEET 8



TEXAS LAND FUND NO. 6, L.P.
REMAINDER TRACT 1 - 846.46 ACRES
DOC. NO. 2008076591
DESCRIBED IN DOC. NO. 2008064005
O.P.R.W.C.T.

*SEE SHEET 07 FOR LINE/CURVE TABLES & LEGEND
*SEE SHEET 11 FOR NOTES

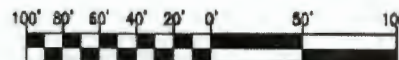
MATCHLINE SHEET 8
MATCHLINE SHEET 7

JOB NUMBER: 18-032		DATE: 06/30/2021	
PROJECT NAME: NORTHGATE RANCH			
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RPLS: TST	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 08 of 11	FIELDBOOKS N/A		SCALE: 1" = 100'

LSI LANDESIGN 
SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

*SEE SHEET 07 FOR LINE/CURVE TABLES & LEGEND
*SEE SHEET 11 FOR NOTES



GRAPHIC SCALE

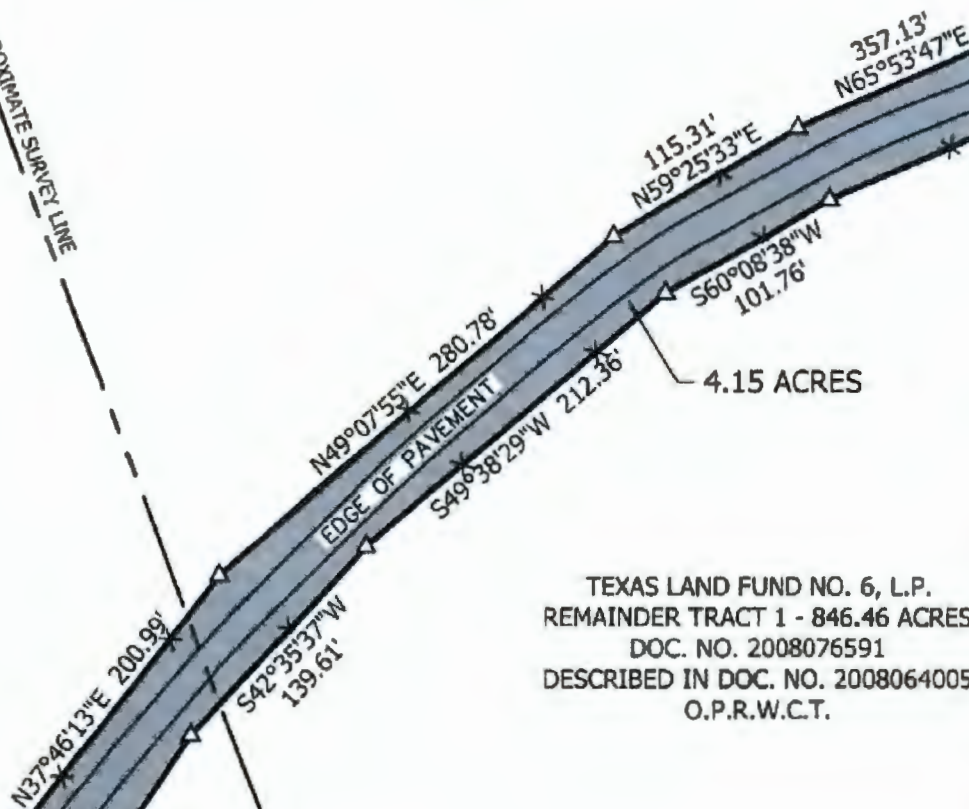
JOHN McDEVITT SURVEY
ABSTRACT NO. 415

TEXAS LAND FUND NO. 6, L.P.
REMAINDER TRACT 1 - 846.46 ACRES
DOC. NO. 2008076591
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O.P.R.W.C.T.

JAMES HACKETT SURVEY
ABSTRACT NO. 312

APPROXIMATE SURVEY LINE

MATCHLINE SHEET 9
MATCHLINE SHEET 8



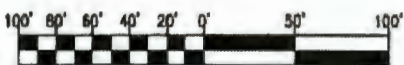
MATCHLINE SHEET 10
MATCHLINE SHEET 9

TEXAS LAND FUND NO. 6, L.P.
REMAINDER TRACT 1 - 846.46 ACRES
DOC. NO. 2008076591
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SHEET 09 of 11		FIELDBOOKS N/A	SCALE: 1" = 100'

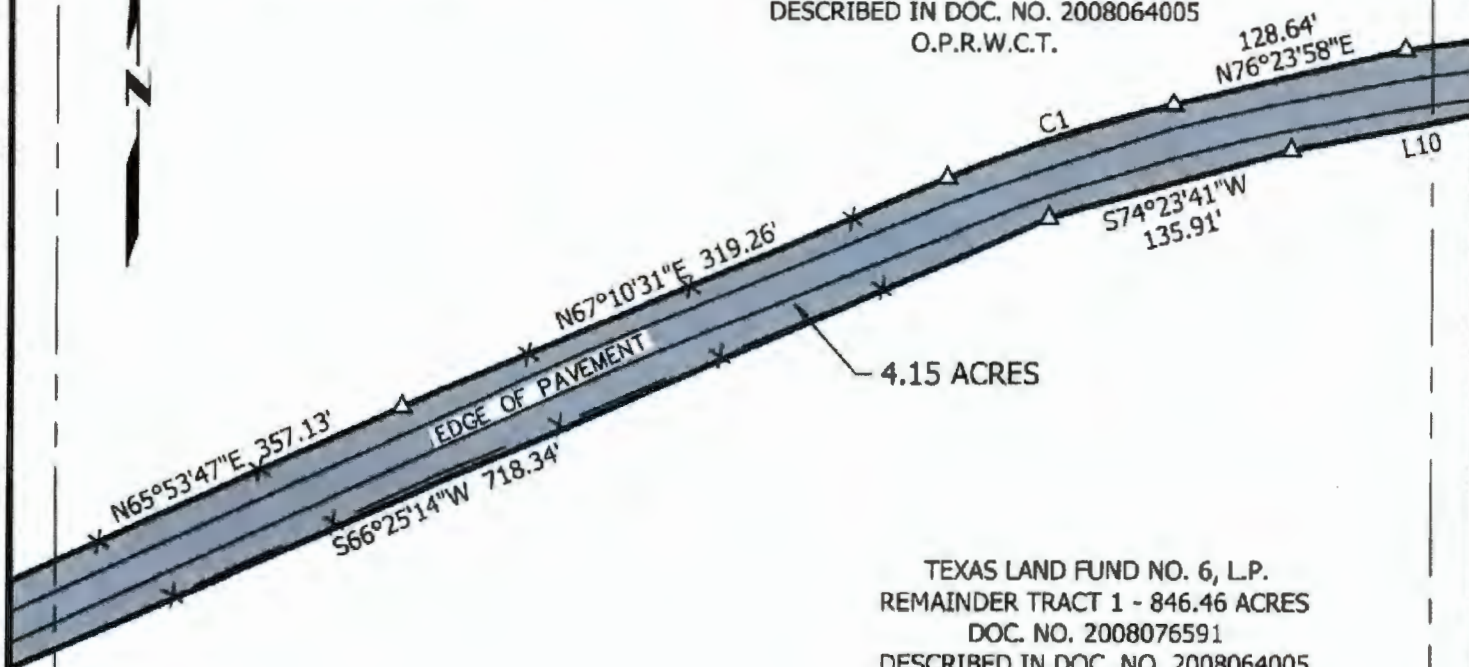
LSI LANDESIGN 
SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901



GRAPHIC SCALE

TEXAS LAND FUND NO. 6, L.P.
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JOHN McDEVITT SURVEY
ABSTRACT NO. 415

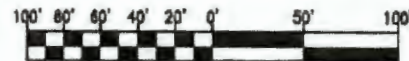
*SEE SHEET 07 FOR LINE/CURVE TABLES & LEGEND
*SEE SHEET 11 FOR NOTES

JOB NUMBER: 18-032		DATE: 06/30/2021	
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RPLS: TST	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 10 of 11		FIELDBOOKS N/A	SCALE: 1"= 100'

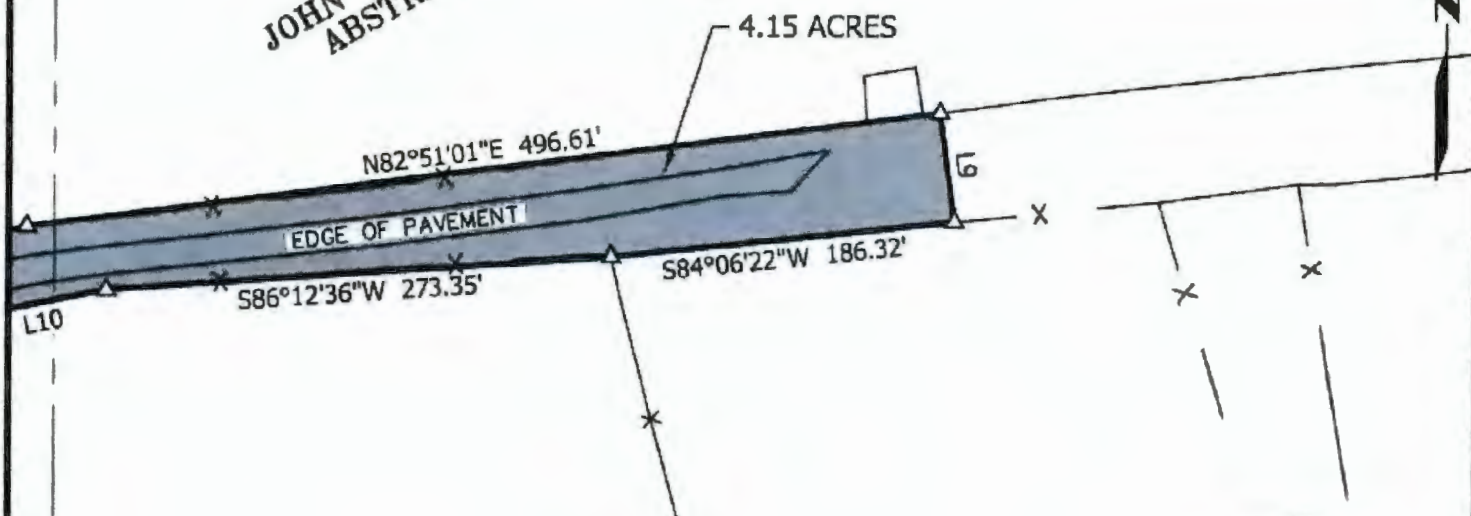
LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPRLS FIRM NO. 10001800
512-238-7901

JOHN McDEVITT SURVEY
ABSTRACT NO. 415



GRAPHIC SCALE



TEXAS LAND FUND NO. 6, L.P.
REMAINDER TRACT 1 - 846.46 ACRES
DOC. NO. 2008076591
DESCRIBED IN DOC. NO. 2008064005
O.P.R.W.C.T.



Travis S. Tabor
07/02/2021

GENERAL NOTES:

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON SITE CALIBRATION, HOLDING THE FOLLOWING POINTS:

1. A 1/2-INCH REBAR FOR THE COMMON CORNER OF LOT 57, BLOCK A, THE HIDDEN CREEK ESTATES AND THE 846.48 ACRE TRACT.
2. A 1/2-INCH REBAR WITH CAPPED MARKED "FOREST 1847" ON THE NORTH LINE OF THE 846.48 ACRE TRACT AND THE SOUTH LINE OF A 232.61 ACRE TRACT DESCRIBED IN VOL. 845, PG. 441, D.R.W.C.T.
3. A 1/2-INCH REBAR WITH CAPPED MARKED "FOREST 1847" ON THE WEST LINE OF THE 846.46 ACRE TRACT AND THE INTERSECTION OF COUNTY ROAD NO. 214 WITH SAN GABRIEL RANCH ROAD.
4. A 1/2-INCH REBAR WITH CAPPED MARKED "CS LTD" FOR THE NORTHWEST CORNER OF LOT 2, BLOCK B, ESTATES OF NORTHGATE, PHASE 1, SECTION 1 AND IN THE WEST ROW LINE OF COUNTY ROAD NO 214.
5. A NAIL FOUND IN A 30" LIVE OAK FOR THE SOUTHEAST CORNER OF THE 846.46 ACRE TRACT AND IN THE NORTH LINE OF A PART OF A CALLED 8.255 ACRE TRACT DESCRIBED IN DOC. NO. 9721391, O.P.R.W.C.T.
6. A 1/2-INCH REBAR ON THE EAST LINE OF THE 846.46 ACRE TRACT AND IN THE WEST LINE OF A CALLED 40.13 ACRE TRACT DESCRIBED IN VOL. 2541, PG. 236 OF THE D.R.W.C.T.

AS SHOWN ON ALTA/NSPS LAND TITLE SURVEY OF 846.46 ACRES PREPARED BY FOREST SURVEYING AND MAPPING COMPANY, DATED JULY 19, 2016.

MATCHLINE SHEET 11
MATCHLINE SHEET 10

JOB NUMBER: 18-032		DATE: 06/30/2021	
PROJECT NAME: NORTHGATE RANCH			
DRAWING NAME: NORTHGATE EX CR 214			
DRAWING FILE PATH:			
K:\18032 - NORTHGATE RANCH\CAD\DWGS			
METES AND BOUNDS FILE PATH:			
K:\18032 - NORTHGATE RANCH\DESCRIPTIONS			
RPLS: TST	TECH: JRM	PARTY CHIEF: N/A	CHK BY: HAS
SHEET 11 of 11		FIELDBOOKS N/A	
		SCALE: 1" = 100'	

LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29, LIBERTY HILL, TEXAS 78642
TBPELS FIRM NO. 10001800
512-238-7901

5/23/23 Agenda Item # 43

Final Audit Report

2023-05-25

Created:	2023-05-23
By:	Lisa Dworaczyk (lisad@scrllaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATaQJMRj6eTz9yvvYpy4xmSbA17MYAMlo

"5/23/23 Agenda Item # 43" History

-  Document created by Lisa Dworaczyk (lisad@scrllaw.com)
2023-05-23 - 4:03:20 PM GMT- IP address: 24.27.59.20
-  Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-05-23 - 4:04:19 PM GMT
-  Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-05-23 - 4:35:09 PM GMT- IP address: 104.47.65.254
-  Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-05-23 - 4:35:34 PM GMT- IP address: 66.76.4.65
-  Document emailed to Bill Gravell (bgravell@wilco.org) for signature
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2023-05-25 - 12:56:44 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-05-25 - 12:57:00 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Document emailed to Andrea Schiele (aschiele@wilco.org) for signature
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-  Document e-signed by Andrea Schiele (aschiele@wilco.org)
Signature Date: 2023-05-25 - 1:24:06 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Agreement completed.
2023-05-25 - 1:24:06 PM GMT



Adobe Acrobat Sign

Commissioners Court - Special Session**38.****Meeting Date:** 07/10/2023

Bagdad Rd. Resolution for Condemnation

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.719 acres) required for the construction of Bagdad Road. (JBS Holdings, LP/ Parcels 20/22) Funding Source: Road Bonds P343

Background

Fiscal Impact

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

AttachmentsResolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/06/2023

Reviewed By

Becky Pruitt

Date

07/06/2023 09:08 AM

Started On: 06/29/2023 03:05 PM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 1.918 acres (Parcel 20) and 0.801 (Parcel 22 Pats 1 & 2) described by metes and bounds in Exhibits "A & B" owned by **JBS HOLDINGS, LP** for the purpose of constructing, reconstructing, maintaining, and operating the Bagdad Road/CR 279 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A & B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

Bill Gravell, Jr.
Williamson County Judge

County: Williamson
Parcel : 20 – JBS Holdings, LP
Highway: Bagdad Rd (CR 279)

Page 1 of 4
10/02/22

EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF A 1.918 ACRE (83,526 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 126.90 ACRE TRACT OF LAND (TRACT 1) CITED IN GENERAL WARRANTY DEED TO JBS HOLDINGS, LP RECORDED IN DOCUMENT NO. 2002103000 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN DOCUMENT NO. 1999061485 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.918 ACRE (83,526 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 118.60 feet left of Bagdad Road Baseline Station 270+95.74 (Grid Coordinates determined as N=10,206,237.71 E=3,059,728.49), being in the easterly boundary line of said 126.90 acre tract, same being the southerly boundary line of Lot 2, Brinson Subdivision, a subdivision of record in Cabinet DD, Slide 240-241 of the Plat Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found, being the southwesterly corner of said Lot 2, same being an ell corner in said easterly boundary line of the 126.90 acre tract bears S 66°59'08" W, at a distance of 402.68 feet;

- 1) **THENCE**, with the easterly boundary line of said 126.90 acre tract, same being the southerly boundary line of said Lot 2, **N 66°59'08" E**, at a distance of 105.21 feet, pass the southeasterly corner of said Lot 2, being an ell corner in the existing westerly ROW line of County Road (C.R.) 279 (Bagdad Road) (ROW width varies), same being the southwesterly corner of an additional ROW dedicated per said Brinson Subdivision, departing said Lot 2 and continuing with said existing westerly ROW line for a total distance of **115.77** feet to a 5/8" iron rod found, being an ell corner in the easterly line of said 126.90 acre tract, same being the southeasterly corner of said ROW dedication tract, also being an ell corner in said existing westerly ROW line, for the northeasterly corner of the herein described parcel;
- 2) **THENCE**, departing said ROW dedication tract, continuing with said existing westerly ROW line, same being the easterly boundary line of said 126.90 acre tract, **S 02°13'31" E**, for a distance of **754.38** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" found, being the southeasterly corner of said 126.90 acre tract, same being the northeasterly corner of that called 3.854 acre tract of land described in Possession And Use Agreement For Transportation Purposes between said JBS Holdings, LP and Williamson County, Texas recorded in Document No. 2018029559 of the Official Public Records of Williamson County, Texas, same being the northeasterly corner of that called 99.57 acre tract of land (Tract 2) cited in said General Warranty Deed to JBS Holdings, LP recorded in said Document No. 2002103000, for the southeasterly corner of the herein described parcel;
- 3) **THENCE**, departing said existing ROW line, with the southerly boundary line of said 126.90 acre tract, same being the northerly boundary line of said 3.854 acre tract and said 99.57 acre tract, **S 68°58'20" W**, at a distance of 91.60 feet pass the calculated northwesterly corner of said 3.854 acre tract, departing said 3.854 acre tract, for a total distance of **120.27** feet, to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 114.54 feet left of Bagdad Road Baseline Station 263+40.45 in said proposed westerly ROW line, for the southwesterly corner of the herein described parcel;

County: Williamson
Parcel : 20 – JBS Holdings, LP
Highway: Bagdad Rd (CR 279)

Page 2 of 4
10-02-22

- 4) **THENCE**, departing said 99.57 acre tract, with said proposed westerly ROW line, through the interior of said Lot 126.90 acre tract **N 01°47'49" W**, for a distance of **752.08** feet, to the **POINT OF BEGINNING**, containing 1.918 acres (83,526 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

12 OCT 2022

Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

BRINSON SUBDIVISION
CAB DD, SLDS. 240-241
P. R. W. C. T.

LOT 2
5.701 ACRES

(S66° 56' 31" W 508.12')
S66° 59' 08" W 402.68' — P —
(N68° 53' 30" E 518.35')

P.O.B.

STA. 270+95.74
118.60' LT
GRID COORDINATES:
N=10,206,237.71
E=3,059,728.49

NO.	DIRECTION	DISTANCE
L1	N66° 59' 08" E	105.21'
L2	N66° 59' 08" E	10.56'
L3	S68° 58' 20" W	120.27'
(L4)	(N69° 01' 35" E)	(91.58')

JBS HOLDINGS, LP
(TRACT 1)
126.90 ACRES
DOC. 2002103000
O. P. R. W. C. T.
DESCRIBED IN 1999061485
O. R. W. C. T.

HENRY FIELD SURVEY
ABSTRACT No. 233

STA. 263+40.45
114.54' LT

JBS HOLDINGS, LP
TRACT 2
99.57 ACRES
DOC. 2002103000
O. P. R. W. C. T.
DESCRIBED IN 1999061485
O. R. W. C. T.

"WILLIAMSON
COUNTY"
WILLIAMSON
COUNTY, TEXAS
PARCEL 6
3.854 ACRES
DOC. 2018029559
O. P. R. W. C. T.

PROPOSED R.O.W. N01° 47' 49" W 752.08'

(20)
1.918 AC.
83,526 SQ. FT.

(S02° 13' 31" E 754.50')
S02° 13' 31" E 754.38'

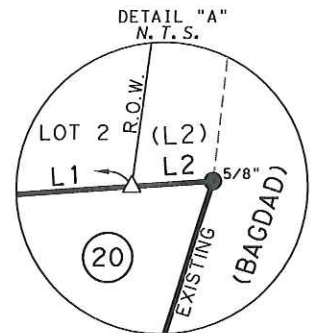
COUNTY ROAD 279 (BAGDAD ROAD)
EXISTING R.O.W.

PC 270+35.88
270+00

BAGDAD ROAD BASELINE
(R.O.W. WIDTH VARIES)

DETAIL "A"
L1
DETAIL "B"

ADDITIONAL
ROW
DEDICATED
PER PLAT



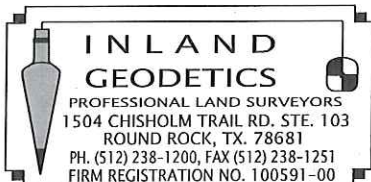
10/03/2022

PARCEL PLAT SHOWING PROPERTY OF

JBS HOLDINGS, LP

PARCEL 20
1.918 ACRES
83,526 Sq. Ft.

PAGE 3 OF 4



SCALE
1" = 100'

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)
- ℙ 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-165851, ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY, EFFECTIVE DATE AUGUST 03, 2022, ISSUE DATE AUGUST 12, 2022.

(10)5. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN ORDINANCE NO. 05-0-52 OF RECORD IN DOCUMENT NO. 2005066226, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

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 12 OCT 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



10/03/2022

PARCEL PLAT SHOWING PROPERTY OF

JBS HOLDINGS, LP

PARCEL 20
1.918 ACRES
83,526 Sq. Ft.

SCALE

1" = 100'

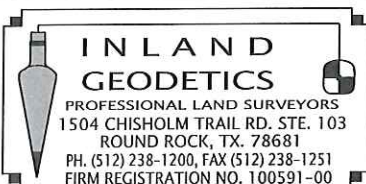
PROJECT

BAGDAD ROAD

COUNTY

WILLIAMSON

PAGE 4 OF 4



County: Williamson
Parcel: 22, Parts 1 & 2 – JBS Holdings, LP
Highway: Bagdad Rd (CR 279)

Page 1 of 5
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EXHIBIT B
PROPERTY DESCRIPTION

DESCRIPTION OF A OF 0.801 ACRE (34,899 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 99.57 ACRE (TRACT 2) TRACT IN A GENERAL WARRANTY DEED TO JBS HOLDINGS, LP RECORDED IN DOCUMENT NO. 2002103000 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN DOCUMENT NO. 199961486 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID OF 0.801 ACRE (34,899 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED IN TWO PARTS (PART 1 AND PART 2) BY METES AND BOUNDS AS FOLLOWS:

PART 1 (0.087 ACRES, 3,779 SQ. FT)

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.87 feet left of Bagdad Road Baseline Station 263+46.03 in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,205,492.07 E=3,059,767.59), being in the southerly boundary line of that called 126.90 acre (Tract 1) in said Document No. 2002103000 to said JBS Holdings, LP, same being the northerly boundary line of said remainder of the 99.57 acre tract and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, with the southerly line of said 126.90 acre tract, being the northerly line of said remainder of the 99.57 acre tract, **N 68°58'20" E**, for a distance of **12.04** feet to a calculated angle point in the existing westerly ROW line of said Bagdad Road County Road (C.R.) 279 (variable width ROW), being the northwesterly corner of that 3.854 acre ROW tract of land described in Possession and Use Agreement for Transportation to Williamson County, Texas recorded in Document No. 2018029559 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel, and from which an iron rod with plastic cap stamped "WILLIAMSON COUNTY" found, being the southeasterly corner of said 126.90 acre tract, same being the northeasterly corner of said 3.854 acre ROW tract bears **N 68°58'20" E**, at a distance of 91.60 feet;

THENCE, departing said 126.90 acre tract, with said existing ROW line, same being the easterly boundary line of said remainder of the 99.57 acre tract, and the westerly line of said 3.854 acre ROW tract, the following two (2) courses:

- 2) **S 04°16'55" W** for a distance of **53.28** feet to a calculated angle point hereof;
- 3) **S 01°25'43" E** for a distance of **318.58** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 92.83 feet left of Bagdad Road Baseline Station 259+78.47, being an angle point in said proposed ROW line, for the southeasterly corner of the herein described parcel;

THENCE, departing said existing ROW line and said 3.854 acre ROW tract, with said proposed westerly ROW line, through the interior of said remainder of the 99.57 acre tract, the following six (6) courses:

- 4) **S 88°34'17" W** for a distance of **6.04** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.87 feet left of Bagdad Road Baseline Station 259+78.47, for the southwesterly corner of the herein described parcel;
- 5) **N 01°25'43" W** for a distance of **161.32** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.87 feet left of Bagdad Road Baseline Station 261+39.79, for angle point hereof;
- 6) **S 88°34'17" W** for a distance of **21.75** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 120.62 feet left of Bagdad Road Baseline Station 261+39.79, for an ell corner hereof;

County: Williamson
Parcel : 22, Parts 1 & 2 – JBS Holdings, LP
Highway: Bagdad Rd (CR 279)

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- 7) **N 01°25'43" W** for a distance of **65.13** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 120.62 feet left of Bagdad Road Baseline Station 262+04.92, for ell corner hereof;
- 8) **N 88°29'41" E** for a distance of **21.75** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.87 feet left of Bagdad Road Baseline Station 262+04.95, for ell corner hereof;
- 9) **N 01°25'43" W**, for a distance of **141.08** feet to the **POINT OF BEGINNING**, containing 0.087 acres (3,779 square feet) of land, more or less.

PART 2 (0.714 ACRES, 31,120 SQ. FT)

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 102.83 feet left of Bagdad Road Baseline Station 249+25.67 at the intersection of the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW) and the existing westerly ROW line of Bagdad Road (C.R. 279) (variable width ROW), (Grid Coordinates determined as N=10,204,072.26 E=3,059,799.04), being the easterly boundary line of said remainder of the 99.57 acre tract, same being the westerly line of that 3.854 acre ROW tract of land described in Possession and Use Agreement for Transportation to Williamson County recorded in Document No. 2018029559 of the Official Public Records of Williamson County, Texas, and **POINT OF BEGINNING** of the herein described parcel and from which an iron rod with cap stamped "WALKER-5283" found, being in the northerly line of that called 6.829 acre tract described in an Exchange Special Warranty Deed to Williamson County, Texas recorded in Document No. 2014076251 of the Official Public Records of Williamson County, Texas, same being in the southerly boundary line of said remainder of the 99.57 acre tract bears S 01°25'43" E, at a distance of 92.92 feet to a calculated angle point, S 43°14'37" W, at a distance of 60.77 feet to a calculated angle point, and S 87°55'30" W, at a distance of 86.11 feet;

THENCE, departing said existing ROW line, through the interior of said remainder of the 99.57 acre tract, with said proposed westerly ROW line, the following four (4) courses:

- 1) **N 14°25'31" W** for a distance of **198.87** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 147.55 feet left of Bagdad Road Baseline Station 251+19.44 for angle point hereof;
- 2) **N 01°53'49" W** for a distance of **237.54** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 149.50 feet left of Bagdad Road Baseline Station 253+56.98 for angle point hereof;
- 3) **N 02°54'06" E** for a distance of **409.10** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 118.61 feet left of Bagdad Road Baseline Station 257+64.91 for angle point hereof;
- 4) **N 10°59'32" E** for a distance of **119.85** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 92.83 feet left of Bagdad Road Baseline Station 258+81.95 in said existing ROW line of C.R. 279, same being the easterly boundary line of said remainder of the 99.57 acre tract, for the most northerly corner of the herein described parcel;

THENCE, departing said proposed ROW line, with the easterly boundary line of said remainder of the 99.57 acre tract, same being the existing westerly ROW line and the westerly line of said 3.854 acre ROW tract, the following three (3) courses:

- 5) **S 01°25'43" E** for a distance of **185.74** feet to a calculated angle point of the herein described parcel;

County: Williamson
Parcel : 22, Parts 1 & 2 – JBS Holdings, LP
Highway: Bagdad Rd (CR 279)

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- 6) **S 01°26'02" W** for a distance of **200.25** feet to a calculated angle point of the herein described parcel;
- 7) **S 01°25'43" E** for a distance of **570.54** feet to the **POINT OF BEGINNING**, containing 0.714 acres (31,120 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, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

20 SEP 2022
Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	S01° 25' 43"E	92.92'
L2	S43° 14' 37"W	60.77'
(L2)	(S43° 14' 37"W)	(60.77')
L3	S87° 55' 30"W	86.11'
(L3)	(S87° 55' 30"W)	(86.16')
L15	S01° 26' 02"W	200.25'
(L15)	(S01° 26' 02"W)	(200.25')

JBS HOLDINGS, LP
(TRACT 2)
REMAINDER OF 99.57 ACRES
DOC. 2002103000
O.P.R.W.C.T.
DESCRIBED IN
DOC. 199961486
O.P.R.W.C.T.

HENRY FIELD SURVEY
ABSTRACT No. 233

WILLIAMSON COUNTY,
6,829 ACRE
DOC. NO. 2014076
O. P. R. W. C. T.
(RIVER RANCH
COUNTY PARK
ENTRANCE)

P.O.B.

PART 2

STA. 249+25.67
102.83' LT

GRID COORDINATES:
N=10,204,072.26
E=3,059,799.04

"WALKER-5283"

WILLIAMSON COUNTY, TEXAS
6.829 ACRE
DOC. NO. 2014076251
O. P. R. W. C. T.

STA. 253+56.98
149.50' LT

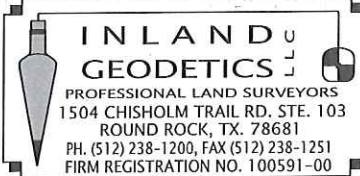
PART 2

0.714 AC.
31,120 SQ. FT.

STA. 251+19.44
147.55' LT

BASELINE
250

REV: 09/16/2022



PARCEL PLAT SHOWING PROPERTY OF

JBS HOLDINGS, LP

SCALE
1" = 100'

PROJECT
BAGDAD ROAD.

COUNTY
WILLIAMSON

PARCEL 22
PART 1
PART 2

0.801 ACRES
34,899 Sq. Ft.

PAGE 4 OF 5

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

- 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

NO.	DIRECTION	DISTANCE
L4	N68° 58' 20"E	12.04'
L5	N68° 58' 20"E	91.60'
(L5)	(N69° 01' 35"E)	(91.58')
L6	S04° 16' 55"W	53.28'
(L6)	(N04° 16' 55"E)	(53.25')
L7	S88° 34' 17"W	6.04'
L8	N01° 25' 43"W	161.32'
L9	S88° 34' 17"W	21.75'

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 OF NO. T-165867, ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY, EFFECTIVE DATE AUGUST 05, 2022, ISSUE DATE AUGUST 15, 2022.

10(6). TERMS, CONDITIONS, AND STIPULATIONS IN ORDINANCE NO. 05-0-52 OF RECORD IN DOCUMENT NO. 2005066226, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

7. TERMS, CONDITIONS, AND STIPULATIONS IN THE POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES OF RECORD IN DOCUMENT NO. 2018029559, 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 20 SEP 2022
M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

JBS HOLDINGS, LP
(TRACT 1)
126.90 ACRES
DOC. 2002103000 GRID COORDINATES:
O.P.R.W.C.T. N=10,205,492.07
E=3,059,767.59

P.O.B.

PART 1

STA. 263+46.03

98.87' LT

HENRY FIELD SURVEY
ABSTRACT No. 233

STA. 262+04.95

98.87' LT

STA. 262+04.92

120.62' LT

STA. 261+39.79

120.62' LT

STA. 261+39.79

98.87' LT

PART 1

(22)

0.087 AC.
3,779 SQ. FT.

STA. 259+78.47

98.87' LT

STA. 259+78.47

92.83' LT

STA. 258+81.95

92.83' LT

PART 2

(22)

0.714 AC.
31,120 SQ. FT.

STA. 257+64.91

118.61' LT

N02° 54' 06"E

409.10'

PROPOSED R.O.W.

EXISTING R.O.W.

S01° 25' 43"E

185.74'

L15

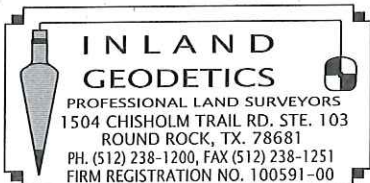
(L15)

MATCHLINE

L10	N01° 25' 43"W	65.13'
L11	N88° 29' 41"E	21.75'
L12	N01° 25' 43"W	141.08'
L13	S68° 58' 20"W	16.63'
L14	S01° 25' 43"E	96.51'
L15	S01° 26' 02"W	200.25'
(L15)	(S01° 26' 02"W)	(200.25')



REV: 09/16/2022



PARCEL PLAT SHOWING PROPERTY OF

JBS HOLDINGS, LP

SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

PARCEL 22
PART 1
PART 2
0.801 ACRES
34,899 Sq. Ft.
PAGE 5 OF 5

Commissioners Court - Special Session**39.****Meeting Date:** 07/10/2023

Bagdad Rd. Resolution for Condemnation

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.401 acres and 0.069 acres) required for the construction of Bagdad Road. (50 Fawn Ridge LLC/ Parcels 35/36) Funding Source: Road Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsResolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/06/2023

Reviewed By

Becky Pruitt

Date

07/06/2023 09:09 AM

Started On: 06/29/2023 03:11 PM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.401 acres (Parcel 35) and 0.069 (Parcel 36 Pats 1 & 2) described by metes and bounds in Exhibits "A & B" owned by **50 FAWN RIDGE, LLC** for the purpose of constructing, reconstructing, maintaining, and operating the Bagdad Road/CR 279 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A & B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

Bill Gravell, Jr.
Williamson County Judge

County: Williamson
Parcel : 35 – 50 Fawn Ridge LLC
Highway: Bagdad Rd (CR 279)

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.401 ACRE (17,460 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE THAT CALLED 2.012 ACRE TRACT OF LAND, BEING LOT 1, SACCONI SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET BB, SLIDE 344-345 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS CITED IN A GENERAL WARRANTY DEED TO 50 FAWN RIDGE LLC RECORDED IN DOCUMENT NO. 2020163689 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.401 ACRE (17,460 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 82.22 feet right of Bagdad Road Baseline Station 207+78.95 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,200,002.24 E=3,060,651.95), being in the southerly boundary line of that called 6.66 acre tract of land described in a Warranty Deed with Vendor's Lien to Mark A. Lumpkin & Paula W. Lumpkin recorded in Document No. 1998054711 of the Official Records of Williamson County, Texas, same being the northerly boundary line of said Lot 1 and the northerly line of a 20 foot wide roadway easement recorded in Volume 885, Page 515 of the Deed Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel and from which a 1/2" iron rod found, being an angle point in the southerly boundary line of said 6.66 acre tract, same being in the northerly boundary line of said Lot 1 bears N 75°35'52" E at a distance of 59.53 feet;

THENCE, departing said 6.66 acre tract, with said proposed easterly ROW line, through the interior of said Lot 1, the following three (3) courses:

- 1) **S 10°42'45" E** for a distance of **24.18** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 82.22 feet right of Bagdad Road Baseline Station 207+54.77, for an angle point;
- 2) **S 28°44'28" W** for a distance of **22.38** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of Bagdad Road Baseline Station 207+37.49, for an angle point;
- 3) **S 10°06'58" E** for a distance of **298.22** feet an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 64.90 feet right of Bagdad Road Baseline Station 204+39.29, being in the northerly boundary line of Lot 3, of said Sacconi Subdivision, same being the southerly boundary line of said Lot 1, for the southeasterly corner of the herein described parcel;
- 4) **THENCE**, with the common boundary line of said Lot 1 and said Lot 3, **S 77°15'56" W** for a distance of **29.71** feet to a 1/2" iron rod found in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), for the southwesterly corner of the herein described parcel;

THENCE, departing said Lot 3, with said existing easterly ROW line, same being the westerly boundary line of said Lot 1, the following three (3) courses:

- 5) **N 17°31'06" W** for a distance of **194.96** feet to a calculated angle point;
- 6) **N 15°26'07" W** for a distance of **122.71** feet to an iron rod with a red plastic cap marked "3D" found, for an angle point;

County: Williamson
Parcel : 35 – 50 Fawn Ridge LLC
Highway: Bagdad Rd (CR 279)

- 7) **N 12°14'22" W** for a distance of **19.62** feet to the calculated southwesterly corner of said 6.66 acre tract, for the northwesterly corner of said Lot 1 and of the herein described parcel;
- 8) **THENCE**, departing said existing ROW line, with the common boundary line of said 6.66 acre tract and said Lot 1, being the northerly line of said 20 foot wide roadway easement **N 75°35'52" E** for a distance of **80.92** feet to the **POINT OF BEGINNING**, containing 0.401 acres (17,460 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

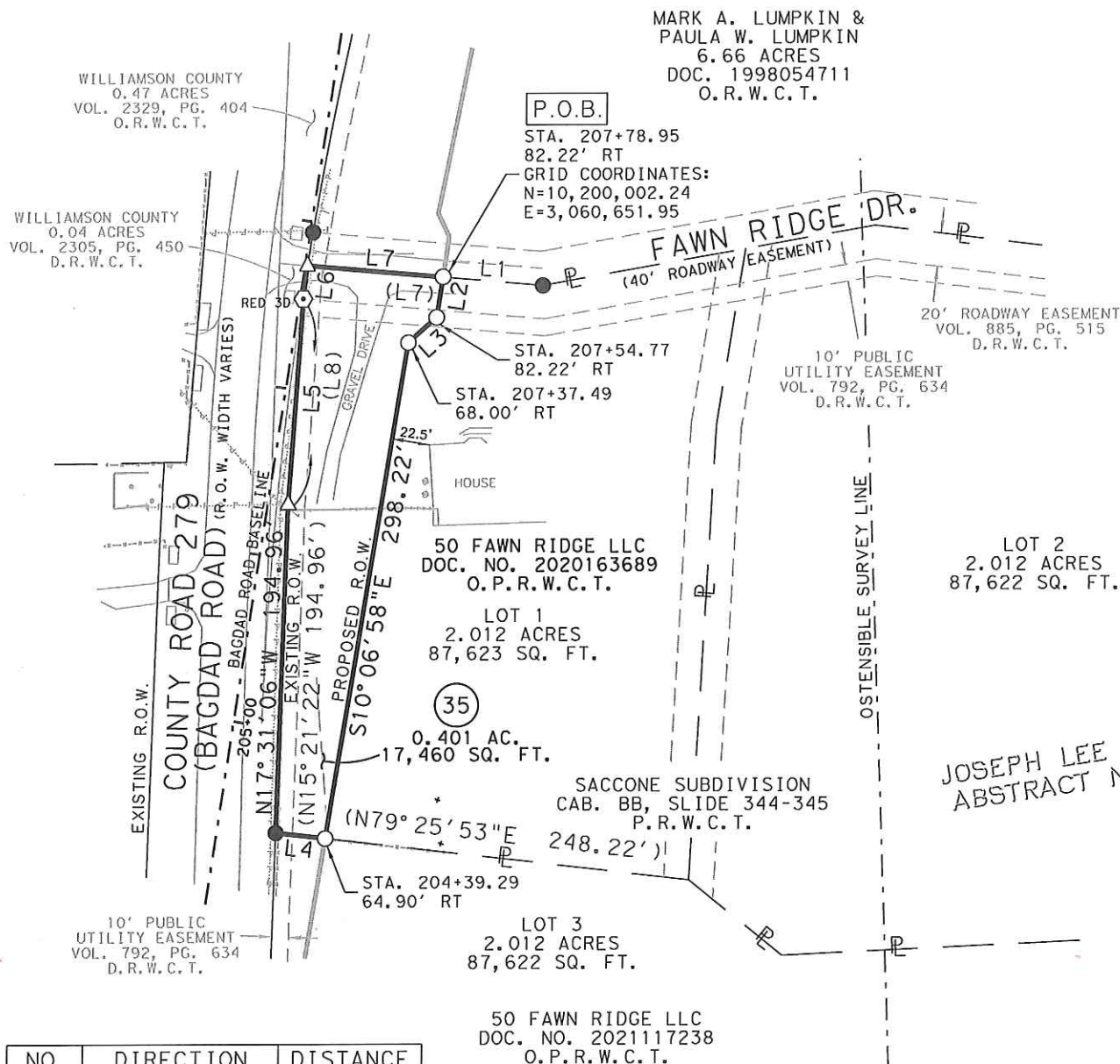
11 Nov 2022

Date



S:_BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 35-50 FAWN RIDGE \PARCEL 35-50 FAWN RIDGE.doc

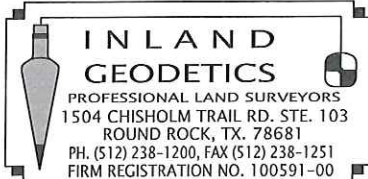
EXHIBIT " "
PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N75° 35' 52"E	59.53'
L2	S10° 42' 45"E	24.18'
L3	S28° 44' 28"W	22.38'
L4	S77° 15' 56"W	29.71'
L5	N15° 26' 07"W	122.71'
L6	N12° 14' 22"W	19.62'
L7	N75° 35' 52"E	80.92'
(L7)	(N77° 46' 09"E)	(141.54')
(L8)	(N13° 18' 31"W)	(142.75')

D. WALSH SURVEY
ABSTRACT NO. 666

10/24/2022



PARCEL PLAT SHOWING PROPERTY OF

50 FAWN RIDGE LLC

PARCEL 35
0.401 ACRES
17,460 Sq. Ft.

SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

PAGE 3 OF 4

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

● 1/2" IRON ROD FOUND UNLESS NOTED	() RECORD INFORMATION
⊙ IRON ROD FOUND W/PLASTIC CAP	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	— DENOTES COMMON OWNERSHIP
⊙ IRON ROD FOUND W/ALUMINUM CAP	P.O.B. POINT OF BEGINNING
STAMPED "WILLIAMSON COUNTY" FOUND	N.T.S. NOT TO SCALE
△ CALCULATED POINT	D.R.W.C.T. DEED RECORDS
○ IRON ROD W/ ALUMINUM CAP	O.R.W.C.T. WILLIAMSON COUNTY, TEXAS
STAMPED "WILLIAMSON COUNTY" SET	OFFICIAL RECORDS
(UNLESS NOTED OTHERWISE)	WILLIAMSON COUNTY, TEXAS
ℙ PROPERTY LINE	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-165853, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

1. RESTRICTIVE COVENANTS: CABINET BB, SLIDE 344, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO; VOLUME 544, PAGE 56, EXPIRED JANUARY 2000, AND VOLUME 792, PAGE 634, SUBJECT TO, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

10(2). BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET BB, SLIDE 344 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

3. A 20 FOOT ROADWAY EASEMENT RESERVED ALONG THE NORTHERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET BB, SLIDE 344 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS DESCRIBED IN VOLUME 885, PAGE 515, DEED RECORDS OF WILLIAMSON COUNTY AND VOLUME 1126, PAGE 896, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

4. 100 FOOT RADIUS SANITARY SEWER EASEMENTS TRAVERSING THE SUBJECT PROPERTY, AS SHOWN ON THE PLAT OF RECORD IN CABINET BB, SLIDE 344 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

5. A 15 FOOT ACCESS EASEMENT RESERVED ALONG THE EASTERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET BB, SLIDE 344 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

6. AN "EX. WELL" NOTATION SHOWN ON SUBJECT PROPERTY, AS SHOWN ON THE PLAT OF RECORD IN CABINET BB, SLIDE 344 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

7. A 10 FOOT WIDE EASEMENT FOR INSTALLATION AND MAINTENANCE OF UTILITIES ALONG THE SIDE, FRONT AND REAR BOUNDARY LINES, AS SET OUT IN VOLUME 792, PAGE 634 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN ON PLAT RECORDED IN CABINET BB, SLIDE 344, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

8. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 544, PAGE 56, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, EXPIRED JANUARY 2000.

11. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-035-00 OF RECORD IN DOCUMENT NO. 2017011280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS.

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



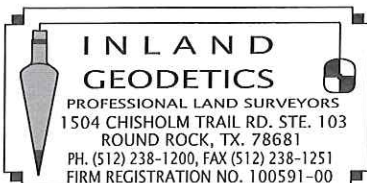
10/24/2022

PARCEL PLAT SHOWING PROPERTY OF

50 FAWN RIDGE LLC

PARCEL 35
0.401 ACRES
17,460 Sq. Ft.

PAGE 4 OF 4



SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

County: Williamson
Parcel: 36 – 50 Fawn Ridge LLC
Highway: Bagdad Rd (CR 279)

EXHIBIT B
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.069 ACRE (2,996 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3 (2.012 ACRE) OF THE SACCONI SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET BB, SLIDE 344-345 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS CITED IN A GENERAL WARRANTY DEED TO 50 FAWN RIDGE LLC, RECORDED IN DOCUMENT NO. 2021117238 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.069 ACRE (2,996 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 64.90 feet right of Bagdad Road Baseline Station 204+39.29 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,199,665.33 E=3,060,698.05), in the southerly boundary line of Lot 1 of said Sacconi Subdivision, being the northerly boundary line of said Lot 3, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said Lot 1, with said proposed easterly ROW line, through the interior of said Lot 3, **S 10°06'58" E** for a distance of **160.91** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 63.22 feet right of Bagdad Road Baseline Station 202+78.39 in the existing easterly ROW of way line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), referenced in description of a 6.81 acre tract of land recorded in Volume 792, Page 834 of the Deed Records of Williamson County, Texas, for the most southerly corner of the herein described parcel and from which a 1/2" iron rod found, being the northwesterly corner of Lot 18, Block "D", Live Oak Ranch, a subdivision of record in Cabinet B, Slide 191-194 of the Plat Records of Williamson County, Texas, same being the northeasterly corner of that called 2,995 square foot ROW tract described in a deed to County Judge John Doerfler recorded in Document No. 1998006121 of the Official Records of Williamson County, Texas bears **S 37°07'31" E** at a distance of 69.92 feet;
- 2) **THENCE**, with said existing easterly ROW line, same being the westerly boundary line of said Lot 3, **N 37°07'31" W** for a distance of **26.45** feet to a calculated angle point;
- 3) **THENCE**, continuing with said easterly ROW line, same being the westerly boundary line of Lot 3, **N 17°31'06" W** for a distance of **137.13** feet a 1/2" iron rod found, being the southwesterly corner of said Lot 1, same being the northwesterly corner of said Lot 3, for the northwesterly corner of the herein described parcel;
- 4) **THENCE**, departing said existing ROW line, with the common boundary line of said Lot 1 and said Lot 3, **N 77°15'56" E** for a distance of **29.71** feet to the **POINT OF BEGINNING**, containing 0.069 acres (2,996 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 §

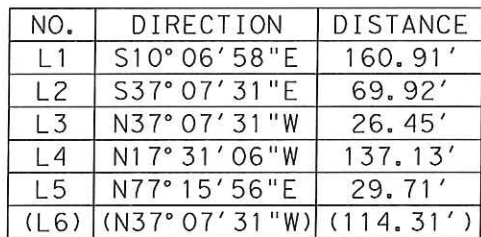
That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

11 NOV 2022
Date





PAGE 2 OF 3

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

● 1/2" IRON ROD FOUND UNLESS NOTED	() RECORD INFORMATION
⊙ IRON ROD FOUND W/PLASTIC CAP	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	— DENOTES COMMON OWNERSHIP
⊙ IRON ROD FOUND W/ALUMINUM CAP	P.O.B. POINT OF BEGINNING
STAMPED "WILLIAMSON COUNTY" FOUND	N.T.S. NOT TO SCALE
△ CALCULATED POINT	D.R.W.C.T. DEED RECORDS
○ IRON ROD W/ ALUMINUM CAP	O.R.W.C.T. WILLIAMSON COUNTY, TEXAS
STAMPED "WILLIAMSON COUNTY" SET	O.P.R.W.C.T. OFFICIAL RECORDS
(UNLESS NOTED OTHERWISE)	O.P.R.W.C.T. WILLIAMSON COUNTY, TEXAS
ℙ PROPERTY LINE	

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 OF NO. T-165852, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

1. RESTRICTIVE COVENANTS: CABINET BB, SLIDE 344, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO; VOLUME 544, PAGE 56, EXPIRED JANUARY 2000, AND VOLUME 792, PAGE 634, SUBJECT TO, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

10(2). BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET BB, SLIDE 344 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

3. 100 FOOT RADIUS SANITARY SEWER EASEMENTS TRAVERSING THE SUBJECT PROPERTY, AS SHOWN ON THE PLAT OF RECORD IN CABINET BB, SLIDE 344 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

4. A 10 FOOT WIDE EASEMENT FOR INSTALLATION AND MAINTENANCE OF UTILITIES ALONG THE SIDE, FRONT AND REAR BOUNDARY LINES, AS SET OUT IN VOLUME 792, PAGE 634 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN ON PLAT RECORDED IN CABINET BB, SLIDE 344, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

5. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 544, PAGE 56, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, EXPIRED JANUARY 2000.

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-035-00 OF RECORD IN DOCUMENT NO. 2017011280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS.

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



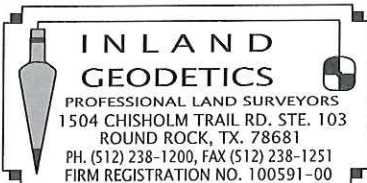
10/24/2022

PARCEL PLAT SHOWING PROPERTY OF

50 FAWN RIDGE LLC

PARCEL 36
0.069 ACRES
2,996 Sq. Ft.

PAGE 3 OF 3



SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

Commissioners Court - Special Session**40.****Meeting Date:** 07/10/2023

Public Hearing for WMCO Reinvestment Zone #1

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Agenda Item

9:30 AM: Hold a public hearing pursuant to Chapter 312 of the Texas Tax Code regarding the designation of an area of Williamson County as a reinvestment zone to be named Williamson County Reinvestment Zone No. 1 for tax abatement purposes.

Background

Pursuant to Section 312.401 of the Texas Tax Code, before adopting an ordinance or order designating an area as a reinvestment zone, the county must hold a public hearing on the designation and find that the designation would contribute to the retention or expansion of primary employment or would attract major investment in the zone that would be a benefit to the property to be included in the zone and would contribute to the economic development of the county. At the hearing, interested persons are entitled to speak and present evidence for or against the designation. Notice of this hearing, including the description of the area proposed to be included in the zone, was published in the Williamson County Sun not later than 7 days before the date of this hearing.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Notice of Public Hearing Wilco TIRZ No. 1

Wilco Sun Affidavit

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/06/2023

Reviewed By

Becky Pruitt

Date

07/06/2023 09:06 AM

Started On: 06/29/2023 02:58 PM

**WILLIAMSON COUNTY, TEXAS
NOTICE OF PUBLIC HEARING
DESIGNATION OF WILLIAMSON COUNTY
REINVESTMENT ZONE NO. 1**

Williamson County, Texas will conduct a public hearing at 9:30 a.m. on July 10, 2023 in the Commissioners Court of Williamson County, Texas, located at 710 S. Main St., Georgetown, TX to consider the creation of a reinvestment zone for tax abatement purposes under Chapter 312 of the Texas Tax Code, and its benefits.

At the hearing, interested persons are entitled to speak and present evidence for or against the designation of Williamson County Reinvestment Zone No. 1 as described below, and its boundaries, or the concept of tax abatement.

The property to be included in the proposed Williamson County Reinvestment Zone No. 1 will be an area of approximately 0.83 miles east of IH-35 on the south side of FM 972 in the extraterritorial jurisdiction of Georgetown, Texas, and includes the real property described as parcel ID R039708 in the Williamson County Central Appraisal District records. Map is available at County Judge's office at 710 E. Main St., Georgetown, Texas.

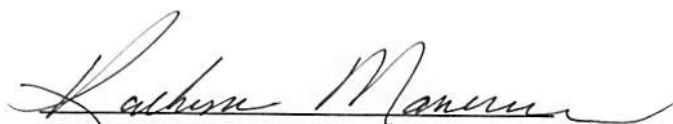
Affidavit of Publisher to Publication of Legal Notice

THE STATE OF TEXAS
COUNTY OF WILLIAMSON
IN THE MATTER OF

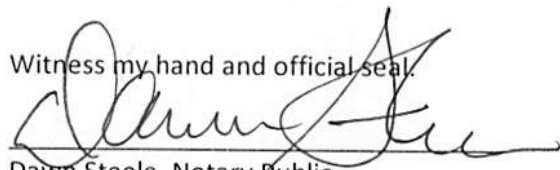
Williamson County Auditor's office -Julie Kiley
Public Hearing 7/10/2023
Williamson County Reinvestment Zone No. 1

The *Williamson County Sun/Sunday Sun*, newspapers of general circulation, have been continuously and regularly published for a period of not less than one year in the County of WILLIAMSON, Texas, preceding the date of the above-referenced notice. Said notice was published in said paper as follows:

First insertion 28th day of June, 2023
Second insertion day of July, 2023
Third insertion day of July, 2023
Fourth insertion day of July, 2023


Newspaper Representative

Subscribed and sworn to before me, this
3rd day of July, 2023.

Witness my hand and official seal.

Dawn Steele, Notary Public
My Commission Expires August 26, 2024



WILLIAMSON COUNTY, TEXAS
NOTICE OF PUBLIC HEARING
DESIGNATION OF WILLIAMSON COUNTY
REINVESTMENT ZONE NO. 1
Williamson County, Texas will conduct a public hearing at 9:30 a.m. on July 10, 2023 in the Commissioners Court of Williamson County, Texas, located at 710 S. Main St., Georgetown, TX to consider the creation of a reinvestment zone for tax abatement purposes under Chapter 312 of the Texas Tax Code, and its benefits. At the hearing, interested persons are entitled to speak and present evidence for or against the designation of Williamson County Reinvestment Zone No. 1 as described below, and its boundaries, or the concept of tax abatement. The property to be included in the proposed Williamson County Reinvestment Zone No. 1 will be an area of approximately 0.83 miles east of IH-35 on the south side of FM 972 in the extraterritorial jurisdiction of Georgetown, Texas, and includes the real property described as parcel ID R039708 in the Williamson County Central Appraisal District records. Map is available at County Judge's office at 710 E. Main St., Georgetown, Texas.

Commissioners Court - Special Session**41.****Meeting Date:** 07/10/2023

Order Creating WMCO Reinvestment Zone # 1

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Agenda Item

Discuss, consider, and take appropriate action on an Order of the Commissioners Court of Williamson County, Texas, creating the Williamson County Reinvestment Zone No. 1; authorize the County Judge or presiding officer to execute all documents necessary for such creation; and take any other additional actions, as necessary, to create and implement the Williamson County Reinvestment Zone No. 1.

Background

Adoption of this Order would designate and create the Williamson County Reinvestment Zone No. 1; provide eligibility of the zone for commercial-industrial tax abatement; make findings that the area within the zone qualifies to be designated as a reinvestment zone and the improvements sought are feasible and practicable and of benefit to the land and the county; and provide for a severability clause, a repealing clause, and an effective date for the Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Order Reinvestment Zone No. 1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/06/2023

Reviewed By

Becky Pruitt

Date

07/06/2023 09:07 AM

Started On: 06/29/2023 03:00 PM

ORDER

AN ORDER OF THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, CREATING THE WILLIAMSON COUNTY REINVESTMENT ZONE NO. 1; PROVIDING ELIGIBILITY OF THE ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT; CONTAINING FINDINGS THAT THE AREA QUALIFIES TO BE DESIGNATED AS A REINVESTMENT ZONE AND THE IMPROVEMENTS SOUGHT ARE FEASIBLE AND PRACTICABLE AND OF BENEFIT TO THE LAND AND THE COUNTY; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALING CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF SAID ORDER.

WHEREAS, the Commissioners Court of Williamson County, Texas has caused notice to be published in a newspaper having general circulation in the County and has delivered such notice to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone described herein; and

WHEREAS, the Commissioners Court has conducted a public hearing on the designation of the area described herein as a Reinvestment Zone on July 10, 2023, at 9:30 a.m. in the County Commissioners Courtroom at which interested parties were allowed to speak and present evidence for or against the designation.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

SECTION 1. That the Commissioners Court finds that the area described herein will, if designated as a reinvestment zone, be reasonably likely to contribute to the retention or expansion of primary employment, or to attract major investment in the zone that will be of benefit to the property and contribute to the economic development of the County. The Court further finds that the improvements sought are feasible and practicable and would be of benefit to the land to be included in the zone and to the County after the expiration of a tax abatement agreement.

SECTION 2. That pursuant to the provisions of Section 312.401 of the Texas Tax Code, the real property described in Exhibit "A" and made a part hereof for all purposes, is hereby designated as a reinvestment zone and for identification is assigned the name of "Williamson County Reinvestment Zone No. 1".

SECTION 3. That the property within Williamson County Reinvestment Zone No. 1 is eligible for commercial-industrial tax abatement effective August 1, 2023.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase, or section of this Order be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Order or as amended hereby, which shall remain in full force and effect.

SECTION 5. That all orders of Williamson County in conflict with the provisions of this Order shall be, and the same are hereby, repealed; provided, however, that all other provisions of said orders not in conflict herewith shall remain in full force and effect.

SECTION 6. That this Order shall take effect immediately from and after its passage and the publication as the law and charter in such cases provide.

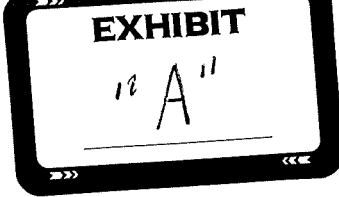
DULY PASSED AND APPROVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, ON THIS THE 10TH DAY OF JULY 2023.

WILLIAMSON COUNTY, TEXAS

Bill Gravell Jr., County Judge

ATTEST:

Nancy Rister, County Clerk



PROPERTY DESCRIPTION

(First Tract)

BEING a 3,911,844 square foot (89.804 acre) tract of land situated in the M.J. Garcia League, Abstract No. 246, same being that certain tract of land conveyed to Liese Family, LLC, by Deed recorded Instrument Number 2017117223, Official Public Records, Williamson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found in the southerly line of Farm to Market Road 972 (80' R.O.W.), same being the northeast corner of that certain tract of land conveyed to MOTHERSHIP PROPCO GSE TX, LLC, by Deed recorded in Instrument Number 2018022319, Official Public Records, Williamson County, Texas;

THENCE North 68 degrees 20 minutes 21 seconds East, along said southerly line, for a distance of 1,293.50 feet, to a 5/8" iron rod found for the northwest corner of that certain Second Tract out of aforementioned Liese Family, LLC tract;

THENCE South 21 degrees 48 minutes 54 seconds East, departing said southerly line, passing at a distance of 2,526.47 feet, from which a fence post found for the southwest corner of said Second Tract, continuing for a total distance of 3,005.18 feet, to a 1/2" iron rod with Red plastic cap stamped, "FOREST 1847" found in the westerly line of that certain tract of land conveyed to LUCY MONTGOMERY LINDSEY, by Deed recorded in Volume 2214, Page 733, Deed Records, Williamson County, Texas, same being the northwest corner of that certain tract of land conveyed to MARIO SUAREZ, by Deed recorded in Instrument Number 2018075301, Official Public Records, Williamson County, Texas;

THENCE South 68 degrees 13 minutes 33 seconds West, for a distance of 1,308.79 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set for the northerly corner of that certain tract of land conveyed to SAN GABRIEL INVESTMENTS, LTD, by Deed recorded in Instrument Number 2004016590, Official Public Records, Williamson County, Texas;

THENCE North 21 degrees 31 minutes 25 seconds West, for a distance of 3,007.77 feet, to the POINT OF BEGINNING and containing 3,911,844 Square Feet or 89.804 acres of land, more or less.

And

(Second Tract)

BEING a 6,075,953 square foot (139.485 acre) tract of land situated in the M.J. Garcia League, Abstract No. 246, same being that certain tract of land conveyed to Liese Family, LLC, by Deed recorded Instrument Number 2017117223, Official Public Records, Williamson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod found in the southerly line of Farm to Market Road 972 (80' R.O.W.), same being the northeast corner of that certain First Tract out of said Liese Family, LLC tract;

THENCE North 68 degrees 20 minutes 21 seconds East, along said southerly line, for a distance of 2,476.00 feet, to a fence post found at the intersection of said southerly line and the westerly line of County Road 141;

THENCE South 21 degrees 39 minutes 32 seconds East, departing said southerly line, along said westerly line, for a distance of 2,511.79 feet, to a 1" iron pipe found in said westerly line, same being the northeast corner of that certain tract of land conveyed to Roger Ahrens and Elaine Ahrens, husband and wife, by Deed recorded in Volume 1695, Page 283, Deed Records, Williamson County, Texas;

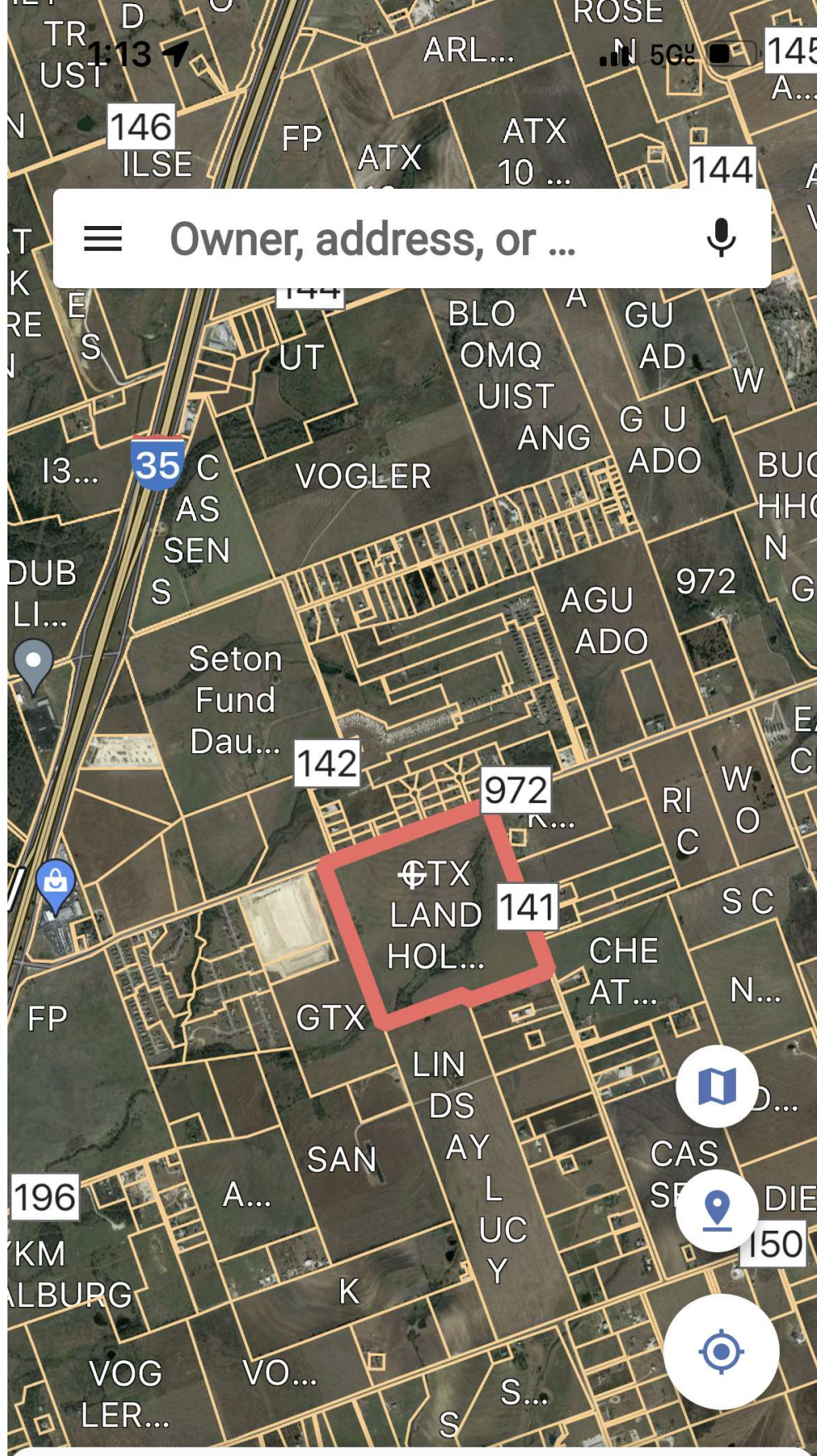
THENCE South 68 degrees 28 minutes 39 seconds West, departing said westerly line, for a distance of 1,225.86 feet, to a fence post found for the northwest corner of said Roger Ahrens and Elaine Ahrens, husband and wife tract,

same being in the easterly line of that certain tract of land conveyed to LUCY MONTGOMERY LINDSEY, by Deed recorded in Volume 2214, Page 733, Deed Records, Williamson County, Texas;

THENCE North 21 degrees 11 minutes 03 seconds West, for a distance of 105.14 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set;

THENCE South 68 degrees 13 minutes 08 seconds West, passing at a distance of 6.72 feet, from which a fence post found, continuing for a total distance of 1,244.46 feet, to a fence post found for the northwest corner of aforementioned LUCY MONTGOMERY LINDSEY tract, same being in the easterly line of aforementioned First Tract;

THENCE North 21 degrees 48 minutes 54 seconds West, for a distance of 2,406.31 feet, to the POINT OF BEGINNING and containing 6,075,953 square feet or 139.485 acres of land, more or less.



GTX LAND HOLDINGS LLC

Owner

900 FM 972

Address

R039708

Parcel ID

Commissioners Court - Special Session**42.****Meeting Date:** 07/10/2023

Executive Session

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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: CR 332
- b) Discuss the acquisition of real property for County Facilities.
- c) Discuss the acquisition of real property for CR 255.
- d) Discuss the acquisition of real property for CR 111.
- e) Discuss the acquisition of real property for Corridor H
- f) Discuss the acquisition of real property for future SH 29 corridor.
- g) Discuss the acquisition of right-of-way for Hero Way.
- h) Discuss the acquisition of right-of-way for Corridor C.
- i) Discuss the acquisition of right-of-way for Corridor F.
- j) Discuss the acquisition of right-of-way for Corridor D.
- k) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- l) Discuss the acquisition of right-of-way for Reagan extension.
- m) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile

Detention Center

- n) Discuss acquisition of right of way for Corridor E.
- o) Discuss acquisition of right of way for Liberty Hill Bypass.
- p) 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) Sale of property located 747 County Rd. 138 Hutto, Texas

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/06/2023

Reviewed By

Becky Pruitt

Date

07/06/2023 09:21 AM

Started On: 07/06/2023 09:01 AM

Commissioners Court - Special Session**43.****Meeting Date:** 07/10/2023

Economic Development

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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
- i) Project Stamper
- j) Project Soul Train

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/06/2023

Reviewed By

Becky Pruitt

Date

07/06/2023 09:23 AM

Started On: 07/06/2023 09:01 AM