

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
October 10, 2023
9:30 A.M.

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

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

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda. (Items 3 – 14)

3. Discuss, consider, and take appropriate action on a line item transfer for County Treasurer.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0497.004219	Bank Charges	\$910.00
To	0100.0497.003010	Computer Equipment	\$910.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0560-004210	SO/Internet	\$4,300
TO	0100-0560-003008	SO/LE Equipment	\$4,300
FROM	0100-0570-003008	Corrections/LE Equipment	\$4,300
TO	0100-0570-004210	Corrections/Internet	\$4,300

5. Discuss, consider, and take appropriate action on authorizing the disposal of a 2017 Ford Explorer VIN #8084 through Transfer, pursuant to Texas Local Government Code 263.152.
6. Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.
7. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1 September 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
8. Discuss, consider, and take appropriate action to approve Justice of the Peace Precinct 2 September 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.
9. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Armored Courier Services, under RFP #23RFP112.
10. Discuss, consider and take appropriate action on approving the extension of contract #202354 Temporary Labor Services with HireQuest, Inc., renewal option period one (1), for the same terms and conditions as the existing contract, but with a price increase from \$19.95 to \$20.95 per hour, a 5% increase, for the 12-month term of October 1, 2023 – September 30, 2024, and authorizing execution of the renewal agreement.

- 11. Discuss, consider and take appropriate action authorizing the Williamson County Sheriff's Office to accept funding through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2023, Local Solicitation.
- 12. Discuss, consider and take appropriate action approving the engagement of Bickerstaff Health Delgado Acosta LLP by the Williamson County Auditor, Julie Kiley, in her official capacity to represent the interest of the Williamson County Auditor in regard to a dispute with the Williamson County District Attorney regarding the Williamson County Auditor's authority to audit certain funds relating to the Williamson County District Attorney's Office; and discuss, consider and take action on authorizing the funding necessary for such services in said matter.
- 13. Discuss, consider and take appropriate action on a report from Johnston, LLC for the Justice Complex Improvement project (P476), Amendment 1 for Supplemental Agreement 1 for Design and Engineering Services for a time extension September 16, 2024. Funding Source is P476.
- 14. Discuss, consider and take appropriate action on approval of the replat of Lots 2 & 3 of the 250 CR 202 subdivision – Precinct 2.

REGULAR AGENDA

- 15. Discuss, consider and take appropriate action on recognizing Laser Spectacles, Inc. for receiving the First Place award in the Graphics Show category from the International Laser Display Association for the Williamson County 175th Birthday Celebration Laser Show.
- 16. Hear a presentation regarding Field of Honor, a Tribute to Service Above Self.
- 17. Discuss, consider and take appropriate action on an update for the 2023 Williamson County Fair and Rodeo.
- 18. Discuss, consider and take appropriate action on setting a Public Hearing regarding the setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2024 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health and Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.
- 19. Discuss, consider and take any appropriate action regarding a resolution relating to a public hearing and approving financing by Van Zandt County Cultural Education Facilities Finance Corporation for the benefit of Hill Country Christian School of Austin, Texas and related matters in compliance with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).
- 20. 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 County Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335601	Co Atty Salary Supplement	\$84,000.00

- 21. 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 expenditures for the County Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0475.001927	Co Atty Salary Supplement	\$34,815.29
	0100.0475.002010	FICA	\$2,663.37
	0100.0475.002020	TCDRS	\$5,553.18
	0100.0475.004902	Co Atty Leg Supp	\$40,968.16

- 22. Discuss, consider, and take appropriate action on accepting grant funding provided through the Capital Area Council of Governments (CAPCOG) for Juvenile Services.
- 23. Discuss, consider and take appropriate action approving the engagement of the Nossaman LLP to provide legal representation to Williamson County in connection with a legal challenge to the U.S. Fish and Wildlife Service's designation of critical habitat for the Georgetown salamander and Salado salamander; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).
- 24. Discuss, consider, and take appropriate action on a policy exception for a new hire for the new SVU VAC position in the District Attorney's Office.

25. Discuss, consider, and take appropriate action on approving the annual County Addendum #202411 between Williamson County and Motorola Solutions for a total of \$757,397.92, pursuant to HGAC contract #RA05-21, and authorizing the execution of the Addendum.
26. Discuss, consider, and take appropriate action on approving the purchase of thirty-two (32) Hamilton T-1 EMS Transport Ventilators with Adaptive Support Ventilation in the amount of \$619,242.32, exempting Hamilton Medical, Inc. from the competitive bidding requirements established by Section 262.024(a)(7) of the Texas Local Government Code, Discretionary Exemptions, as the sole provider for the Hamilton T-1 EMS Transport Ventilators with Adaptive Support Ventilation and supplies and authorizing the execution of the Purchase Agreement.
27. Discuss, consider, and take any appropriate action regarding a Letter of Transfer for archeological collections and/or records from Williamson County to the Center for Archeological Studies (CAS), Texas State University, for artifacts, field records, photos, and report obtained as part of the Texas Historical Commission permit process on Corridor C (SH 29 Bypass), a Road Bond Project in Commissioner Pct. 4. Project: P459
28. Discuss, consider and take appropriate action on a Contract Amendment No. 5 to the Corridor A-1/Southeast Loop Segment 2/East WilCo Highway contract between Williamson County and Johnson, Mirmiran & Thompson, Inc. (JMT) relating to the 2019 Road Bond Program. Project: P392 Fund Source: Road Bonds
29. Discuss, consider and take appropriate action on a Tax Abatement Agreement pursuant to Chapter 312 of the Texas Tax Code for business personal property with Samsung Austin Semiconductor, LLC. and an amendment of existing Chapter 381 reimbursement agreement with Samsung Austin Semiconductor, LLC.
30. Discuss, consider and take appropriate action on a real estate contract with Kyle and Melony Schaefer for 0.092 acres of ROW needed on County Road 255. (Parcel 33) Funding Source: Road Bonds P588
31. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.599 acres required for the construction of Bagdad Road at County Road 279. (Edgar Castro / Parcel 15) Funding Source: Road Bonds P343.
32. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.808 acres required for the construction of Bagdad Road at County Road 279. (Kelly A. Money a/k/a Kelly Ann Money Parcel 31) Funding Source: Road Bonds P343.
33. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.180 acres (Parcel 334) in Williamson County, Texas, and 0.118 acres (Parcel 334E) required for the construction of Hero Way/RM 2243. (Bradley/ Parcel 334) Funding Source: Road Bonds P236
34. Discuss, consider, and take appropriate action to approve the projects and budgets for the 2018,2019,2020,2021,2022,2023 and 2024 Capital Improvement Programs, as well as the 2015 Certificate of Obligation, 2013 Park Bond, 2019 Park Bond, and Long Range Transportation (LTP).

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)."

35. 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 SH 195 @ Ronald Reagan.
 - 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 Ronald Reagan Widening.
 - 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
 - q) Discuss the acquisition of right of way for Bagdad Road/CR 279.
 - r) Discuss the acquisition of right of way for CR 314.
 - s) Discuss acquisition of right of way for Corridor J.

- 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
 - d) Discuss Blue Springs Blvd. property
- 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

36. 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 World
- b) Project Mellencamp
- c) Project Corgi
- d) Project Anniversary
- e) Project Glee
- f) Project Skyfall
- g) Project Stamper
- h) Project Soul Train
- i) Project Dragon
- j) Project Scrabble

37. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per Section 551.071, Texas Government Code, "Consultation with Attorney"), including the following:

a. General:

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

b. Litigation:

1. Cause No. 19-0850-C368; County of Williamson 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-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
5. 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
6. 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
7. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
8. 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
9. 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
10. 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
11. 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
12. 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
13. 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
14. 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
15. 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
16. 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
17. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
18. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
19. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

c. Administrative Complaints:

1. EEOC Charge No. 451-2023-00766 - K.B.
2. USERRA Case No. TX-2023-00052-40-R
3. EEOC Charge No. 451-2023-01208

d. Claims:

1. Property damage and personal injury claims from Emkay, Inc. and Helmsman Management Services, Inc. for vehicle incident occurring on or about 01/09/2023 at Hwy 29 near Patriot Way.

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.

38. Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).
39. 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).
40. Deliberate the employment, evaluation pertaining to annual review, reassignment, duties, discipline and/or dismissal of the Senior Director of Williamson County Emergency Services (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).
41. Discuss the deployment or specific occasions for implementation of security personnel or devices; or security audits in relation to the Williamson County Justice Center/Williamson County Courthouse (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

42. Discuss and take appropriate action concerning economic development.
43. Discuss and take appropriate action concerning real estate.
44. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:
- a. General:**
1. Litigation or claims or potential litigation or claims against the County or by the County
 2. Status Update-Pending Cases or Claims
 3. Employee/personnel related matters
 4. Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- b. Litigation:**
1. Cause No. 19-0850-C368; County of Williamson 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-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
 5. 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
 6. 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
 7. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
 8. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsmann, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
 9. 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
 10. 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
 11. 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
 12. 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
 13. 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
 14. 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
 15. 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
 16. 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
 17. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
 18. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
 19. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
- c. Administrative Complaints:**
1. EEOC Charge No. 451-2023-00766 - K.B.
 2. USERRA Case No. TX-2023-00052-40-R
 3. EEOC Charge No. 451-2023-01208
- d. Claims:**

1. Property damage and personal injury claims from Emkay, Inc. and Helmsman Management Services, Inc. for vehicle incident occurring on or about 01/09/2023 at Hwy 29 near Patriot Way.

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. 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.

46. Comments from Commissioners.

47. 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 October 2023 at 1:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session

3.

Meeting Date: 10/10/2023

FY 24 Line Item Transfer

Submitted For: David Heselmeyer

Submitted By: David Heselmeyer, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

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

Background

Desktop computer that runs the County Treasurer cash counter was scheduled for replacement in FY 25 but is having issues and needs to be replaced.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0497.004219	Bank Charges	\$910.00
To	0100.0497.003010	Computer Equipment	\$910.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: David Heselmeyer

Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

10/05/2023 11:21 AM

10/05/2023 11:47 AM

Started On: 10/05/2023 09:23 AM

Commissioners Court - Regular Session

4.

Meeting Date: 10/10/2023

Line Item Transfer

Submitted For: Ashlie Holladay

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

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

Background

During the budget process, the Sheriff's Office asked that we make a manual correction to their budget to allow for the cradlepoints (internet services) to be paid from the correct line. We inadvertently made the correction to the Sheriff's Office budget when it should have been made in the Correction's budget. This line item transfer will correct both.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0560-004210	SO/Internet	\$4,300
TO	0100-0560-003008	SO/LE Equipment	\$4,300
FROM	0100-0570-003008	Corrections/LE Equipment	\$4,300
TO	0100-0570-004210	Corrections/Internet	\$4,300

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 10/04/2023

Reviewed By

Becky Pruitt

Date

10/04/2023 02:22 PM

Started On: 10/02/2023 09:48 AM

Commissioners Court - Regular Session

5.

Meeting Date: 10/10/2023

VSC Assets for Transfer

Submitted For: Joy Simonton

Submitted By: Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of a 2017 Ford Explorer VIN #8084 through Transfer, pursuant to Texas Local Government Code 263.152.

Background

Please see the attachment for details.

Fiscal Impact

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

Attachments

VSC Transfer from Infrastructure to SO

Form Review

Inbox

Purchasing (Originator)
 County Judge Exec Asst.
 Form Started By: Misty Brooks
 Final Approval Date: 10/04/2023

Reviewed By

Joy Simonton
 Becky Pruitt

Date

10/04/2023 10:03 AM
 10/04/2023 02:20 PM
 Started On: 09/28/2023 04:20 PM

County VIN/Serial Number	1FM5K7B86HGD18084
Make	Ford
License Plate	1336546
Year	2017
Model	Explorer
Reason for Status Change	TRANSFER (complete Receiving Department section)
Receiving Department Authorized Signer	Pat Erickson
Receiving Department Contact Phone Number	512-943-1300
Department Authorized Signer	Bob Daigh
Equipment Unit Number	FB1784
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from Infrastructure to Sheriff's Office
Comments (mileage, mechanical issues, other info)	This transfer is to be effective October 1, 2023, per the Budget Office.
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	10/10/2023
VSC Review	
Department	215 - Infrastructure
Receiving Department	560 - Sheriffs Office
Short VIN	8084
HideFromDelve	Yes
Does vehicle have a toll TAG?	Yes
Toll TAG Registration Number	04714687
Toll TAG Destroyed	Yes
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	

2021 VSC Workflow	
Budget Process Completed	Yes
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Bob Daigh 9/21/2023 9:43 AM
Receiving Department Signature	✔ Pat Erickson 9/13/2023 2:56 PM
Budget Office Signature Acknowledgement	✔ Ashlie Holladay 9/21/2023 9:54 AM
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 9/21/2023 10:03 AM
Authorizing Risk Employee Signature	✔ Malea Schmitt 9/27/2023 8:51 PM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 9/28/2023 9:11 AM
Purchasing Department Signature	✔ Misty Brooks 9/28/2023 3:47 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	No
delete duplicate Unit Number	
ID	52
Version	10.0
Attachments	False
Created	9/12/2023 10:59 AM
Created By	Kelly Murphy
Modified	9/28/2023 3:47 PM
Modified By	Misty Brooks

Commissioners Court - Regular Session

6.

Meeting Date: 10/10/2023

Waiver of Penalty and Interest

Submitted For: Larry Gaddes

Submitted By: Mary Greenway, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.

Background

Waivers of penalty and interest may or shall be granted by the governing body of the taxing unit according to the provisions provided by Section 33.011 of the Texas Property Tax Code.

Fiscal Impact

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

Attachments

Waiver of P & I

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Mary Greenway

Final Approval Date: 10/04/2023

Reviewed By

Becky Pruitt

Date

10/04/2023 02:29 PM

Started On: 10/04/2023 10:33 AM



Waiver Requests for 2021 & 2022 Penalty & Interest

September 26, 2023

Waivers of penalty and interest may or shall be granted by the governing body of the taxing unit according to the provisions provided by Section 33.011 of the Texas Property Tax Code. The requests included within have been reviewed by the Williamson County Tax Assessor/Collector's Waiver Review Committee. The Review Committee has determined the request meet the requirements of Section 33.011 and are being presented to Williamson County Commissioners Court for approval.

Property ID#	Name	P&I Amount	Relevant Code	Reason
R313294	Robin & Mitsu Gersch	\$79.17	33.011 (h)	Electronic Payment Error
P456332	Home Interior Consignments	\$15.10 (P&I) + \$23.02 (Atty Fees)	33.011 (a)(1)	WCAD Clerical Error
Multiple Property's	Oncor Electric Delivery Company	\$379,251.80	33.011 (j)	USPS Error
R014497	Gerald Dean Luken & Kellie Tubbs	\$1,006.72	33.011 (j)	USPS Error
Multiple Property's	Enterprises FM Trust	\$9,969.03	33.011 (a)(1)	WCAD Clerical Error
R593997	Charles & Tamara Nelson	\$1,272.17	33.011(a)(1)	WCAD Clerical Error
R495162	Maria Isabel & Diego Villavicenio Mendez	\$1,963.31(P&I) + \$1,844.49 (Atty Fees)	33.011(a)(1)	WCAD Clerical Error
R497756	Ramin Zavareh	\$255.89 (P&I) + \$230.31 (Atty Fees)	33.011 (a)(1)	WCAD Clerical Error

Approved by/Date

Approved by/Date

Commissioners Court - Regular Session

7.

Meeting Date: 10/10/2023

JP1 EOM SEPTEMBER 2023

Submitted For: KT Musselman

Submitted By: Misty Lamb, J.P. Pct. #1

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1 September 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

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

Attachments

JP1 EOM September 2023

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Misty Lamb

Final Approval Date: 10/04/2023

Reviewed By

Becky Pruitt

Date

10/04/2023 04:36 PM

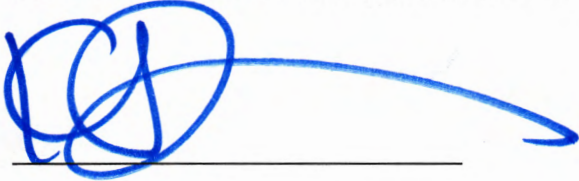
Started On: 10/04/2023 02:37 PM

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

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of the Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of July 2023

DETAILED REPORT IS AVAILABLE THROUGH THE AUDITOR'S OFFICE.

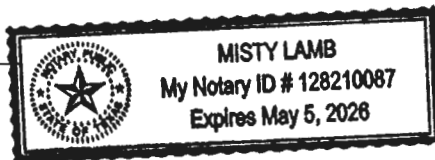


KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 4th day of October 2023 to certify which witness my hand and seal of office.



NOTARY PUBLIC
In and for the State of Texas



Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8803249 09/01/2023	E-Filing Payment JP1-2023-03774	Pedcor Investments-2016-CLX, LP aka Shadow Ridge, by its agent Pedcor Management 1JC-23-2490	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8803269 09/01/2023	E-Filing Payment JP1-2023-03775	Pedcor Investments-2016-CLX, LP aka Shadow Ridge, by its agent Pedcor Management 1JC-23-2491	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8803310 09/01/2023	E-Filing Payment JP1-2023-03776	BRIDGE AT BALCONES dba BRIDGE AT BALCONES 1JC-23-2492	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8803313 09/01/2023	E-Filing Payment JP1-2023-03777	LYND LIVING dba LEGENDS LAKE CREEK 1JC-23-2493	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8803327 09/01/2023	E-Filing Payment JP1-2023-03778	LYND LIVING dba LEGENDS LAKE CREEK 1JC-23-2494	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8803388 09/01/2023	E-Filing Payment JP1-2023-03779	LYND LIVING dba LEGENDS LAKE CREEK 1JC-23-2495	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8803412 09/01/2023	Payment JP1-2023-03780	MASSEY, MADISON KAY 1CR-23-0782	Price, Dawn W2	Credit Card 157.00	157.00	157.00
AuditID: 8803453 09/01/2023	E-Filing Payment JP1-2023-03781	LYND LIVING dba LEGENDS LAKE CREEK 1JC-23-2496	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8803489 09/01/2023	E-Filing Payment JP1-2023-03782	LYND LIVING dba LEGENDS LAKE CREEK 1JC-23-2497	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8803529 09/01/2023	E-Filing Payment JP1-2023-03783	VMCI AUSTIN IV LLC, dba BEXLEY AT WHITESTONE 1JC-23-2177	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8803559 09/01/2023	E-Filing Payment JP1-2023-03784	LYND LIVING dba LEGENDS LAKE CREEK 1JC-23-2498	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8803569 09/01/2023	E-Filing Payment JP1-2023-03785	LYND LIVING dba LEGENDS LAKE CREEK 1JC-23-2499	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8803571 09/01/2023	E-Filing Payment JP1-2023-03786	ANDERSON, DOMINIQUE DESHAY 1CR-23-0761	Payments, Certified JP1EFILE	Credit Card 331.00	331.00	331.00
AuditID: 8803984 09/03/2023	E-Filing Payment JP1-2023-03787	ANDERSON, DOMINIQUE DESHAY 1CR-23-0760	Payments, Certified JP1EFILE	Credit Card 157.00	157.00	157.00
AuditID: 8804093 09/04/2023	E-Filing Payment JP1-2023-03788	PEEBLES, TYLER 1CR-23-0553	Payments, Certified JP1EFILE	Credit Card 157.00	157.00	157.00
AuditID: 8804187 09/05/2023	E-Filing Payment JP1-2023-03789	LODGE MULTIFAMILY AUSTIN, LP dba LANTOWER ROUND ROCK 1JC-23-2099	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8804189 09/05/2023	E-Filing Payment JP1-2023-03790	LYND LIVING dba LEGENDS LAKE CREEK 1JC-23-2500	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8804192 09/05/2023	E-Filing Payment JP1-2023-03791	HENNA TOWNHOMES, LTD. dba TOWNHOMES AT DOUBLE CREEK 1JC-23-2501	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8804247 09/05/2023	E-Filing Payment JP1-2023-03792	LYND LIVING dba LEGENDS LAKE CREEK 1JC-23-2502	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8804264 09/05/2023	E-Filing Payment JP1-2023-03793	VMCI AUSTIN IV LLC, dba BEXLEY AT WHITESTONE 1JC-23-2503	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8804283 09/05/2023	E-Filing Payment JP1-2023-03794	LODGE MULTIFAMILY AUSTIN, LP dba LANTOWER ROUND ROCK 1JC-23-2108	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8804369 09/05/2023	E-Filing Payment JP1-2023-03795	LEGENDS LAKELINE APARTMENTS dba LEGENDS LAKELINE 1JC-23-2504	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8804373 09/05/2023	E-Filing Payment JP1-2023-03796	DV Mesa Ridge MFAP LLC 1JC-23-2505	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8804410 09/05/2023	E-Filing Payment JP1-2023-03797	WMCI AUSTIN VII, LLC dba BEXLEY ROUND ROCK 1JC-23-2151	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8804420 09/05/2023	E-Filing Payment JP1-2023-03798	LYND LIVING dba LEGENDS LAKE CREEK 1JC-23-2506	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8804466 09/05/2023	E-Filing Payment JP1-2023-03799	WMCI AUSTIN II, LLC, dba BEXLEY AT ANDERSON MILL 1JC-23-2507	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8804479 09/05/2023	E-Filing Payment JP1-2023-03800	MADISON AT DELL RANCH 1JC-23-2176	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8804489 09/05/2023	E-Filing Payment JP1-2023-03801	First National Bank Of Omaha 1JC-23-2508	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8804502 09/05/2023	E-Filing Payment JP1-2023-03802	MADISON AT DELL RANCH 1JC-23-2170	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8804503 09/05/2023	Payment JP1-2023-03803	Gonzalez Marin, Hector 1CR-23-0353	Zbranek, Cary W35	Cash 50.00	50.00	50.00
AuditID: 8804546 09/05/2023	E-Filing Payment JP1-2023-03804	BR ELAN, LLC VS ELAN 1JC-23-2239	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8804568 09/05/2023	E-Filing Payment JP1-2023-03805	THE LYND COMPANY dba LAKESIDE AT LA FRONTERA 1JC-23-2509	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8804601 09/05/2023	Payment JP1-2023-03806	Waddell, Gerald 1JC-23-2510	Mendoza, Janie GPSR	Credit Card 134.00	134.00	134.00
AuditID: 8804605 09/05/2023	E-Filing Payment JP1-2023-03807	MADISON AT DELL RANCH 1JC-23-2172	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8804622 09/05/2023	E-Filing Payment JP1-2023-03808	LYND LIVING dba LEGENDS LAKE CREEK 1JC-23-2511	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8804643 09/05/2023	Payment JP1-2023-03809	LIN, YUQING 1CR-23-0855	Price, Dawn W27	Credit Card 286.00	286.00	286.00
AuditID: 8804649 09/05/2023	Payment JP1-2023-03810	LIN, YUQING 1CR-23-0856	Price, Dawn W27	Credit Card 281.00	281.00	281.00
AuditID: 8804659 09/05/2023	E-Filing Payment JP1-2023-03811	Bank Of America N.a. 1JC-23-2512	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8804670 09/05/2023	E-Filing Payment JP1-2023-03812	CALIZA PROPERTY, LP dba CALIZA 1JC-23-2513	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8804701 09/05/2023	E-Filing Payment JP1-2023-03813	Portfolio Recovery Associates, Llc 1JC-23-2514	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8804706 09/05/2023	E-Filing Payment JP1-2023-03814	LYND LIVING dba LEGENDS LAKE CREEK 1JC-23-2515	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8804721 09/05/2023	E-Filing Payment JP1-2023-03815	CALIZA PROPERTY, LP dba CALIZA 1JC-23-2516	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8804739 09/05/2023	E-Filing Payment JP1-2023-03816	Discover Bank 1JC-23-2517	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8804794 09/05/2023	E-Filing Payment JP1-2023-03817	Hindsite 20/20 Real Estate 1JC-23-2518	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8804802 09/05/2023	E-Filing Payment JP1-2023-03818	Escoto, Joseph Alejandro 1CR-23-0515	Payments, Certified JP1EFILE	Credit Card 174.00	174.00	174.00
AuditID: 8804808 09/05/2023	E-Filing Payment JP1-2023-03819	Mid-America Apartments L.P. DbA MAA Ashton Oaks 1JC-23-1978	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8804828 09/05/2023	Payment JP1-2023-03820	GILES, JOSHUA JESUS 1CR-23-1042	Mendoza, Janie GPSR	Credit Card 144.00	144.00	144.00
AuditID: 8804840 09/05/2023	E-Filing Payment JP1-2023-03821	CAPITAL ONE, N.A. 1JC-23-2519	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023
Locations: JP1

Case Categories: Criminal; Civil

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8804852 09/05/2023	Payment JP1-2023-03822	JENKINS, GREGORY LEE 1CR-23-0809	Price, Dawn W27	Credit Card 159.00	159.00	159.00
AuditID: 8804888 09/05/2023	E-Filing Payment JP1-2023-03823	Midland Credit Management Inc. 1JC-23-2520	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8804958 09/05/2023	E-Filing Payment JP1-2023-03824	MIDLAND CREDIT MANAGEMENT INC. 1JC-23-2521	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8804978 09/05/2023	Cash Bond Deposit JP1-2023-03825	Rodriguez, Amanda Stella 1CR-23-1049	Wenetschiaeger, James W4	Check 300.00	300.00	300.00
AuditID: 8805159 09/05/2023	E-Filing Payment JP1-2023-03826	JARAMILLO-FLORES, DAVID VALENTIN 1CR-23-0961	Payments, Certified JP1EFILE	Credit Card 234.00	234.00	234.00
AuditID: 8805174 09/05/2023	E-Filing Payment JP1-2023-03827	JARAMILLO-FLORES, DAVID VALENTIN 1CR-23-0962	Payments, Certified JP1EFILE	Credit Card 281.00	281.00	281.00
AuditID: 8805389 09/06/2023	E-Filing Payment JP1-2023-03828	AUSTIN BAXTER APARTMENTS LC dba THE BAXTER AT WESTWOOD 1JC-23-2240	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8805391 09/06/2023	E-Filing Payment JP1-2023-03829	MIDLAND CREDIT MANAGEMENT INC. 1JC-23-2522	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805394 09/06/2023	E-Filing Payment JP1-2023-03830	Td Bank Usa, N.a. 1JC-23-2523	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805408 09/06/2023	E-Filing Payment JP1-2023-03831	Standard Insurance Agency as Subrogee of Harold Gebhardt 1JC-23-2524	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805415 09/06/2023	Payment JP1-2023-03832	ROMERO ALAMO, RIGOBERTO 1CR-23-0829	Price, Dawn W27	Credit Card 384.00	384.00	384.00
AuditID: 8805420 09/06/2023	E-Filing Payment JP1-2023-03833	Portfolio Recovery Associates Llc 1JC-23-2525	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805423 09/06/2023	E-Filing Payment JP1-2023-03834	Indian Eagle LLC 1JC-23-2526	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805444 09/06/2023	Payment JP1-2023-03835	Elliott, Ronnie 1JC-23-2527	Mendoza, Janie GPSR	Credit Card 134.00	134.00	134.00
AuditID: 8805446 09/06/2023	Payment JP1-2023-03836	BERUMEN-SALGADO, JOEL ELIAS 1CR-23-0359	Price, Dawn W27	Credit Card 100.00	100.00	100.00
AuditID: 8805471 09/06/2023	E-Filing Payment JP1-2023-03837	Indian Eagle LLC 1JC-23-2528	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805485 09/06/2023	E-Filing Payment JP1-2023-03838	Absolute Resolutions Investments Llc 1JC-23-2529	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805495 09/06/2023	Payment JP1-2023-03839	Diaz Robles, Ricardo 1CR-23-0719	Price, Dawn W27	Credit Card 81.00	81.00	81.00
AuditID: 8805504 09/06/2023	E-Filing Payment JP1-2023-03840	Cks Prime Investments, Llc 1JC-23-2530	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805508 09/06/2023	E-Filing Payment JP1-2023-03841	Midland Credit Management Inc. 1JC-23-2531	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805528 09/06/2023	E-Filing Payment JP1-2023-03842	THE LYND COMPANY dba LAKESIDE AT LA FRONTERA 1JC-23-2221	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8805597 09/06/2023	E-Filing Payment JP1-2023-03843	Reumuth, James 1JC-23-2532	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8805610 09/06/2023	E-Filing Payment JP1-2023-03844	Midland Credit Management Inc. 1JC-23-2533	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805629 09/06/2023	E-Filing Payment JP1-2023-03845	BREP La Frontera LP 1JC-23-2138	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8805664 09/06/2023	E-Filing Payment JP1-2023-03846	Midland Credit Management Inc. 1JC-23-2534	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
Locations: JP1

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8805696 09/06/2023	E-Filing Payment JP1-2023-03847	Portfolio Recovery Associates Llc 1JC-23-2535	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805754 09/06/2023	Payment JP1-2023-03848	FIS OSBOURNE, ADILSON LEOPOLDO 1CR-23-0967	Price, Dawn W27	Credit Card 144.00	144.00	144.00
AuditID: 8805765 09/06/2023	E-Filing Payment JP1-2023-03849	CITIBANK, N.A. 1JC-23-2536	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805771 09/06/2023	E-Filing Payment JP1-2023-03850	Midland Credit Management Inc. 1JC-23-2537	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805783 09/06/2023	E-Filing Payment JP1-2023-03851	Cavalry Spv I, Llc, As Assignee Of Synchrony Bank 1JC-23-2538	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805787 09/06/2023	E-Filing Payment JP1-2023-03852	Apartments, Lone Oak 1JC-23-2539	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8805804 09/06/2023	E-Filing Payment JP1-2023-03853	Absolute Resolutions Investments Llc 1JC-23-2540	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805834 09/06/2023	E-Filing Payment JP1-2023-03854	Credit Acceptance Corporation 1JC-23-2541	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805859 09/06/2023	Payment JP1-2023-03855	Iconic Round Rock 1JC-23-2542	Mendoza, Janie GPSR	Credit Card 134.00	134.00	134.00
AuditID: 8805883 09/06/2023	Payment JP1-2023-03856	The Enclave at La Frontera 1JC-23-2543	Price, Dawn W27	Credit Card 134.00	134.00	134.00
AuditID: 8805889 09/06/2023	Payment JP1-2023-03857	ENCLAVE APARTMENTS ROUND ROCK LLC dba ENCLAVE APARTMENTS 1JC-23-2114	Price, Dawn W27	Credit Card 205.00	205.00	205.00
AuditID: 8805908 09/06/2023	E-Filing Payment JP1-2023-03858	JONES, JOSEPH 1JC-23-2335	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805910 09/06/2023	Payment JP1-2023-03859	Wicab, Bernardo Merino 1JC-23-2544	Mendoza, Janie GPSR	Credit Card 54.00	54.00	54.00
AuditID: 8805913 09/06/2023	E-Filing Payment JP1-2023-03860	Jpmorgan Chase Bank N.a. 1JC-23-2545	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805917 09/06/2023	E-Filing Payment JP1-2023-03861	Kumar, Dharmendra 1JC-23-2374	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805940 09/06/2023	E-Filing Payment JP1-2023-03862	Midland Credit Management Inc. 1JC-23-2546	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805966 09/06/2023	E-Filing Payment JP1-2023-03863	Discover Bank 1JC-23-2548	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8805969 09/06/2023	E-Filing Payment JP1-2023-03864	SUMMER GROVE 1JC-23-2547	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8805981 09/06/2023	Payment JP1-2023-03865	Cruz, Eucebio Grimaldo 1CR-23-0758	Mendoza, Janie GPSR	Credit Card 581.00	581.00	581.00
AuditID: 8805991 09/06/2023	Payment JP1-2023-03866	Ayeni, Fadekemi 1JC-23-2549	Price, Dawn W27	Credit Card 54.00	54.00	54.00
AuditID: 8806017 09/06/2023	E-Filing Payment JP1-2023-03867	Portfolio Recovery Associates, Llc 1JC-23-2550	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806063 09/06/2023	E-Filing Payment JP1-2023-03868	Austin Evergreen Realty, Inc. 1JC-23-2551	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8806104 09/06/2023	E-Filing Payment JP1-2023-03869	Velocity Investments Llc Assignee Of Firwise 1JC-23-2552	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806108 09/06/2023	Payment JP1-2023-03870	EVANS, BYRON KEITH II 1CR-22-1173	Price, Dawn W27	Credit Card 181.00	181.00	181.00
AuditID: 8806115 09/06/2023	E-Filing Payment JP1-2023-03871	Lynch, Jocelyn Cadorna 1JC-23-2309	User, File Server JP1EFILE	E-File Credit Card 22.00	22.00	22.00

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8806117 09/06/2023	E-Filing Payment JP1-2023-03872	Portfolio Recovery Associates, Llc 1JC-23-2553	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806260 09/07/2023	E-Filing Payment JP1-2023-03873	ENCLAVE APARTMENTS ROUND ROCK LLC dba ENCLAVE APARTMENTS 1JC-23-2554	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8806266 09/07/2023	E-Filing Payment JP1-2023-03874	PRESERVE ROLLING OAKS as agent for PRESERVE ROLLING OAKS 1JC-23-2267	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8806268 09/07/2023	E-Filing Payment JP1-2023-03875	ENCLAVE APARTMENTS ROUND ROCK LLC dba ENCLAVE APARTMENTS 1JC-23-2555	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8806279 09/07/2023	E-Filing Payment JP1-2023-03876	PRESERVE ROLLING OAKS as agent for PRESERVE ROLLING OAKS 1JC-23-2288	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8806298 09/07/2023	E-Filing Payment JP1-2023-03877	SUMMER GROVE 1JC-23-2293	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8806301 09/07/2023	E-Filing Payment JP1-2023-03878	SUMMER GROVE 1JC-23-2287	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8806306 09/07/2023	E-Filing Payment JP1-2023-03879	Portfolio Recovery Associates, Llc 1JC-23-2556	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806328 09/07/2023	E-Filing Payment JP1-2023-03880	NEXBANK 1JC-23-2557	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8806334 09/07/2023	E-Filing Payment JP1-2023-03881	ENCLAVE APARTMENTS ROUND ROCK LLC dba ENCLAVE APARTMENTS 1JC-23-2558	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8806348 09/07/2023	E-Filing Payment JP1-2023-03882	Spring Oaks Capital Spv Llc 1JC-23-2559	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806359 09/07/2023	Payment JP1-2023-03883	WATSON, VERNON DOUGLAS 1CR-23-0944	Price, Dawn W27	Credit Card 10.00	10.00	10.00
AuditID: 8806373 09/07/2023	Payment JP1-2023-03884	BLOTNICK, MATTHEW F 1CR-23-1081	Mendoza, Janie GPSR	Credit Card 10.00	10.00	10.00
AuditID: 8806405 09/07/2023	E-Filing Payment JP1-2023-03885	Capital One N.a. 1JC-23-2560	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806409 09/07/2023	E-Filing Payment JP1-2023-03886	Capital One N.a. 1JC-23-2561	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806437 09/07/2023	E-Filing Payment JP1-2023-03887	Lvny Funding Llc 1JC-23-2562	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806557 09/07/2023	E-Filing Payment JP1-2023-03888	Republic Finance LLC 1JC-23-2563	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806589 09/07/2023	E-Filing Payment JP1-2023-03889	SEBBAR, LEILA 1CR-23-0611	Payments, Certified JP1EFILE	Credit Card 229.00	229.00	229.00
AuditID: 8806598 09/07/2023	E-Filing Payment JP1-2023-03890	Midland Credit Management Inc. 1JC-23-2564	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806601 09/07/2023	E-Filing Payment JP1-2023-03891	Indian Eagle LLC 1JC-23-2565	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806604 09/07/2023	E-Filing Payment JP1-2023-03892	Jpmorgan Chase Bank N.a. 1JC-23-2566	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806616 09/07/2023	E-Filing Payment JP1-2023-03893	Scott, Tekisha 1JC-23-2567	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8806641 09/07/2023	E-Filing Payment JP1-2023-03894	Jefferson Capital Systems Llc 1JC-23-2568	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8806670 09/07/2023	E-Filing Payment JP1-2023-03895	Conn Appliances, Inc. 1JC-23-2569	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806677 09/07/2023	E-Filing Payment JP1-2023-03896	Indian Eagle LLC 1JC-23-2570	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806731 09/07/2023	E-Filing Payment JP1-2023-03897	PERSOLVE RECOVERIES, LLC 1JC-23-2571	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806738 09/07/2023	E-Filing Payment JP1-2023-03898	MIDLAND CREDIT MANAGEMENT, INC. 1JC-23-2572	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806744 09/07/2023	E-Filing Payment JP1-2023-03899	Jpmorgan Chase Bank N.a. 1JC-23-2573	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806764 09/07/2023	Payment JP1-2023-03900	Peter Macharia/GWB-LLC 1JC-23-2574	Mendoza, Janie GPSR	Credit Card 54.00	54.00	54.00
AuditID: 8806767 09/07/2023	E-Filing Payment JP1-2023-03901	Cavalry Spv I, Llc, As Assignee Of Citibank, N.a. 1JC-23-2575	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806839 09/07/2023	E-Filing Payment JP1-2023-03902	Galaxy International Purchasing, Llc 1JC-23-2576	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806880 09/07/2023	E-Filing Payment JP1-2023-03903	Midland Credit Management Inc. 1JC-23-2577	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806906 09/07/2023	E-Filing Payment JP1-2023-03904	CITIBANK, N.A. 1JC-23-2578	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806909 09/07/2023	E-Filing Payment JP1-2023-03905	Indian Eagle LLC 1JC-23-2579	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806916 09/07/2023	Payment JP1-2023-03906	MARTINEZ, ARELI JAIMES 1CR-23-0522	Mendoza, Janie GPSR	Credit Card 281.00	281.00	281.00
AuditID: 8806920 09/07/2023	Payment JP1-2023-03907	SALINAS, LUCIA IRENA 1CR-23-0975	Price, Dawn W27	Credit Card 10.00	10.00	10.00
AuditID: 8806932 09/07/2023	E-Filing Payment JP1-2023-03908	Indian Eagle LLC 1JC-23-2580	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806935 09/07/2023	E-Filing Payment JP1-2023-03909	Republic Finance, LLC. 1JC-23-2581	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8806964 09/07/2023	Payment JP1-2023-03910	Boucher, Keely Faythe 1CR-23-0973	Mendoza, Janie GPSR	Credit Card 10.00	10.00	10.00
AuditID: 8806979 09/07/2023	E-Filing Payment JP1-2023-03911	WRPV XIII SC AUSTIN, LLC dba MADISON AT STONE CREEK 1JC-23-2292	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8807020 09/07/2023	E-Filing Payment JP1-2023-03912	WRPV XIII SC AUSTIN, LLC dba MADISON AT STONE CREEK 1JC-23-2046	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8807024 09/07/2023	Payment JP1-2023-03913	Brooks, Daniel Carroll 1CR-23-0350	Price, Dawn W27	Credit Card 75.00	75.00	75.00
AuditID: 8807041 09/07/2023	Payment JP1-2023-03914	COLON URDANETA, RICARDO ALBERTO 1CR-23-0895	Mendoza, Janie GPSR	Credit Card 50.00	50.00	50.00
AuditID: 8807213 09/08/2023	E-Filing Payment JP1-2023-03915	Barchenger, Tyler G 1CR-20-2338	Payments, Certified JP1EFILE	Credit Card 113.50	113.50	113.50
AuditID: 8807214 09/08/2023	E-Filing Payment JP1-2023-03916	Barchenger, Tyler G 1CR-20-2339	Payments, Certified JP1EFILE	Credit Card 324.50	324.50	324.50
AuditID: 8807236 09/08/2023	E-Filing Payment JP1-2023-03917	Midland Credit Management Inc. 1JC-23-2582	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8807260 09/08/2023	E-Filing Payment JP1-2023-03918	Indian Eagle LLC 1JC-23-2583	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8807293 09/08/2023	E-Filing Payment JP1-2023-03919	Indian Eagle LLC 1JC-23-2584	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8807341 09/08/2023	E-Filing Payment JP1-2023-03920	American Express National Bank 1JC-23-2585	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8807365 09/08/2023	E-Filing Payment JP1-2023-03921	Megahed, Omar M 1JC-23-2586	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8807367 09/08/2023	Payment JP1-2023-03922	ELMORE, ALTINA RAMSYE 1CR-22-1091	Alfaro, Barbara W24	Credit Card 150.00	150.00	150.00
AuditID: 8807461 09/08/2023	E-Filing Payment JP1-2023-03923	MAXWELL- NII, INC., dba ROUND ROCK NISSAN 1JC-23-2587	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8807553 09/08/2023	Payment JP1-2023-03924	LAS BRISAS LUXURY APARTMENTS 1JC-23-2285	Alfaro, Barbara W24	Cash 205.00	205.00	205.00
AuditID: 8807557 09/08/2023	Payment JP1-2023-03925	CLAIRE, MARGARET 1JC-23-2588	Zbranek, Cary W2	Cash 54.00	54.00	54.00
AuditID: 8807569 09/08/2023	Payment JP1-2023-03926	LAS BRISAS LUXURY APARTMENTS 1JC-23-2589	Alfaro, Barbara W24	Cash 214.00	214.00	214.00
AuditID: 8807623 09/08/2023	E-Filing Payment JP1-2023-03927	PULIADI, JOTHILAL 1JC-23-2590	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8807662 09/08/2023	E-Filing Payment JP1-2023-03928	VMCI AUSTIN VII, LLC dba BEXLEY ROUND ROCK 1JC-23-2595	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8807666 09/08/2023	Payment JP1-2023-03929	Maracin, Darren P 1JC-22-2083	Alfaro, Barbara W24	Check 205.00	205.00	205.00
AuditID: 8807694 09/08/2023	E-Filing Payment JP1-2023-03930	LIBERTY MUTUAL-SAFECO INSURANCE AS SUBROGEE OF JENNIFER THREADGILL 1JC-23-2596	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8807729 09/08/2023	E-Filing Payment JP1-2023-03931	Midland Credit Management Inc. 1JC-23-2597	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8807786 09/08/2023	E-Filing Payment JP1-2023-03932	Gonsalez, Jason 1CR-23-0384	Payments, Certified JP1EFILE	Credit Card 523.00	523.00	523.00
AuditID: 8807892 09/09/2023	E-Filing Payment JP1-2023-03933	BAHAM, CARY JAMAL 1CR-23-0743	Payments, Certified JP1EFILE	Credit Card 286.00	286.00	286.00
AuditID: 8807920 09/10/2023	E-Filing Payment JP1-2023-03934	AMMISSETTI, NARAYANA 1CR-23-1040	Payments, Certified JP1EFILE	Credit Card 229.00	229.00	229.00
AuditID: 8807994 09/11/2023	E-Filing Payment JP1-2023-03935	WRPV XIII SC AUSTIN, LLC dba MADISON AT STONE CREEK 1JC-23-2598	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8807997 09/11/2023	E-Filing Payment JP1-2023-03936	ARRINGTON RIDGE, LLC 1JC-23-2599	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8808000 09/11/2023	E-Filing Payment JP1-2023-03937	Discover Bank 1JC-23-2600	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8808003 09/11/2023	E-Filing Payment JP1-2023-03938	Vogel, Ann 1JC-23-2601	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8808012 09/11/2023	E-Filing Payment JP1-2023-03939	MADISON AT DELL RANCH 1JC-23-2602	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8808024 09/11/2023	E-Filing Payment JP1-2023-03940	PRESERVE ROLLING OAKS as agent for PRESERVE ROLLING OAKS 1JC-23-2603	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8808051 09/11/2023	E-Filing Payment JP1-2023-03941	PRESERVE ROLLING OAKS as agent for PRESERVE ROLLING OAKS 1JC-23-2604	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8808058 09/11/2023	E-Filing Payment JP1-2023-03942	PRESERVE ROLLING OAKS as agent for PRESERVE ROLLING OAKS 1JC-23-2605	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8808089 09/11/2023	E-Filing Payment JP1-2023-03943	RAMIREZ JR, SAMMY OCHOA 1CR-23-0991	Payments, Certified JP1EFILE	Credit Card 286.00	286.00	286.00

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8808106 09/11/2023	Payment JP1-2023-03944	Pitts, Lamont 1JC-23-2606	Zbranek, Cary W2	Check 134.00	134.00	134.00
AuditID: 8808187 09/11/2023	E-Filing Payment JP1-2023-03945	Td Bank Usa, N.a. 1JC-23-2607	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8808302 09/11/2023	E-Filing Payment JP1-2023-03946	Red Hills Villas 1JC-23-2608	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8808313 09/11/2023	E-Filing Payment JP1-2023-03947	Hindsite 20/20 Real Estate 1JC-23-2609	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8808371 09/11/2023	Payment JP1-2023-03948	BALDWIN, LAKIA NIKOLE 1CR-23-0998	Zbranek, Cary W2	Credit Card 144.00	144.00	144.00
AuditID: 8808373 09/11/2023	E-Filing Payment JP1-2023-03949	OSBORNE, LISETTE 1JC-23-2611	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8808390 09/11/2023	E-Filing Payment JP1-2023-03950	Red Hills Villas 1JC-23-2612	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8808393 09/11/2023	Payment JP1-2023-03951	Parker, Amy 1JC-23-2610	Zbranek, Cary W2	Credit Card 134.00	134.00	134.00
AuditID: 8808401 09/11/2023	E-Filing Payment JP1-2023-03952	Red Hills Villas 1JC-23-2613	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8808461 09/11/2023	E-Filing Payment JP1-2023-03953	Red Hills Villas 1JC-23-2614	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8808470 09/11/2023	E-Filing Payment JP1-2023-03954	COPULOS, KRYSTLE 1CR-23-0555	Payments, Certified JP1EFILE	Credit Card 174.00	174.00	174.00
AuditID: 8808481 09/11/2023	E-Filing Payment JP1-2023-03955	WMCI AUSTIN II, LLC, dba BEXLEY AT ANDERSON MILL 1JC-23-2615	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8808499 09/11/2023	E-Filing Payment JP1-2023-03956	Mid America Apts. dba MAA Sierra Vista 1JC-23-2616	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8808530 09/11/2023	E-Filing Payment JP1-2023-03957	Mid America Apts. dba MAA Sierra Vista 1JC-23-2617	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8808564 09/11/2023	E-Filing Payment JP1-2023-03958	Cavalry Spv I, Llc, As Assignee Of Citibank, N.a. 1JC-23-2618	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8808577 09/11/2023	E-Filing Payment JP1-2023-03959	Mid-America Apartments L.P. DbA MAA Ashton Oaks 1JC-23-2619	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8808581 09/11/2023	E-Filing Payment JP1-2023-03960	Mid America Apts. dba MAA Sierra Vista 1JC-23-2620	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8808765 09/12/2023	E-Filing Payment JP1-2023-03961	Cavalry Spv I, Llc, As Assignee Of Citibank, N.a. 1JC-23-2622	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8808768 09/12/2023	E-Filing Payment JP1-2023-03962	Mid-America Apartments L.P. DbA MAA Ashton Oaks 1JC-23-2621	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8808806 09/12/2023	E-Filing Payment JP1-2023-03963	Plummer, Vicki 1JC-23-2623	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8808938 09/12/2023	E-Filing Payment JP1-2023-03964	MAA ROUND ROCK 1JC-23-2624	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8808991 09/12/2023	Payment JP1-2023-03965	Westbrook, Christopher Michael 1JC-23-2625	Bernard, Monica W24	Credit Card 54.00	54.00	54.00
AuditID: 8808992 09/12/2023	Payment JP1-2023-03966	Rodriguez, Federico Louis 1CR-23-0892	Lamb, Misty W11	Liability Acct Transfer 281.00	281.00	281.00
AuditID: 8809006 09/12/2023	Payment JP1-2023-03967	FRANCO TORRES, JOSE 1CR-23-0299	Bernard, Monica W24	Cash 100.00	100.00	100.00
AuditID: 8809024 09/12/2023	Payment JP1-2023-03968	AURA 36HUNDRED A[RATMENTS, LLC 1JC-23-2626	Zbranek, Cary W2	Credit Card 134.00	134.00	134.00

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8809073 09/12/2023	E-Filing Payment JP1-2023-03969	Lvnv Funding Llc 1JC-23-2627	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8809081 09/12/2023	E-Filing Payment JP1-2023-03970	MAA ROUND ROCK 1JC-23-2628	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8809237 09/12/2023	Payment JP1-2023-03971	Palm Valley 1JC-23-2629	Bernard, Monica W24	Credit Card 134.00	134.00	134.00
AuditID: 8809315 09/12/2023	Cash Bond Deposit JP1-2023-03972	Chavis, Carl Wayne 1CR-23-1120	Wenetschlaeger, James W4	Check 100.00	100.00	100.00
AuditID: 8809338 09/12/2023	E-Filing Payment JP1-2023-03973	Resurgent Receivables Llc 1JC-23-2631	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8809352 09/12/2023	E-Filing Payment JP1-2023-03974	Lvnv Funding Llc 1JC-23-2632	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8809362 09/12/2023	E-Filing Payment JP1-2023-03975	Austin Evergreen Realty, Inc. 1JC-23-2633	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8809373 09/12/2023	Payment JP1-2023-03976	Lakeline Parmer Ln 1JC-23-2314	Zbranek, Cary W2	Credit Card 205.00	205.00	205.00
AuditID: 8809530 09/13/2023	E-Filing Payment JP1-2023-03977	Haskell, Walter 1JC-23-2634	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8809533 09/13/2023	E-Filing Payment JP1-2023-03978	Lvnv Funding Llc 1JC-23-2635	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8809548 09/13/2023	Payment JP1-2023-03979	JIMENEZ, DAVID 1JC-23-2630	Mendoza, Janie W3-JP1	Credit Card 205.00	205.00	205.00
AuditID: 8809561 09/13/2023	E-Filing Payment JP1-2023-03980	Lvnv Funding Llc 1JC-23-2636	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8809701 09/13/2023	Payment JP1-2023-03981	DAVIS, SARAH ELIZABETH 1CR-23-1020	Mendoza, Janie W3-JP1	Credit Card 10.00	10.00	10.00
AuditID: 8809713 09/13/2023	Payment JP1-2023-03982	Diaz Robles, Ricardo 1CR-23-0719	Lamb, Misty W11	Liability Acct Transfer 500.00	500.00	500.00
AuditID: 8809739 09/13/2023	E-Filing Payment JP1-2023-03983	JPMORGAN CHASE BANK, N.A. 1JC-23-2637	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8809743 09/13/2023	E-Filing Payment JP1-2023-03984	JPMORGAN CHASE BANK, N.A. 1JC-23-2638	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8809820 09/13/2023	Payment JP1-2023-03985	Thomas, Kaylan Marie 1CR-23-0131	Zbranek, Cary W2	Credit Card 81.00	81.00	81.00
AuditID: 8809883 09/13/2023	E-Filing Payment JP1-2023-03986	Republic Finance LLC. 1JC-23-2639	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8809931 09/13/2023	E-Filing Payment JP1-2023-03987	MAA ROUND ROCK 1JC-23-2640	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8809947 09/13/2023	E-Filing Payment JP1-2023-03988	Republic Finance LLC. 1JC-23-2641	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8809968 09/13/2023	Payment JP1-2023-03989	ORTIZ, JOSE H 1JC-23-2642	Zbranek, Cary W2	Credit Card 134.00	134.00	134.00
AuditID: 8809977 09/13/2023	E-Filing Payment JP1-2023-03990	ABUSAADA, FIRAS J 1CR-23-1110	Payments, Certified JP1EFILE	Credit Card 264.00	264.00	264.00
AuditID: 8809999 09/13/2023	Payment JP1-2023-03991	Crain, Jason 1JC-23-2643	Mendoza, Janie W3-JP1	Check 294.00	294.00	294.00
AuditID: 8810082 09/13/2023	E-Filing Payment JP1-2023-03992	Synchrony Bank 1JC-23-2644	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8810090 09/13/2023	Payment JP1-2023-03993	MEZA GALVEZ, RUFINO ARIEL 1CR-23-0816	Mendoza, Janie W3-JP1	Cash 157.00	157.00	157.00

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8810102 09/13/2023	Payment JP1-2023-03994	Cruz, Eucebio Grimaldo 1CR-23-0759	Zbranek, Cary W2	Credit Card 130.00	130.00	130.00
AuditID: 8810259 09/14/2023	E-Filing Payment JP1-2023-03995	Abdy Mirzadegan 1JC-23-2645	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8810330 09/14/2023	Payment JP1-2023-03996	KIM, HYO SOP 1CR-23-1071	Price, Dawn W3-JP1	Cash 10.00	10.00	10.00
AuditID: 8810426 09/14/2023	Payment JP1-2023-03997	Ramirez, Jorge L 1CR-23-0788	Price, Dawn W3-JP1	Credit Card 286.00	286.00	286.00
AuditID: 8810543 09/14/2023	Payment JP1-2023-03998	LAS BRISAS LUXURY APARTMENTS 1JC-23-2647	Price, Dawn W3-JP1	Credit Card 134.00	134.00	134.00
AuditID: 8810548 09/14/2023	Payment JP1-2023-03999	LAS BRISAS LUXURY APARTMENTS 1JC-23-2646	Price, Dawn W3-JP1	Credit Card 134.00	134.00	134.00
AuditID: 8810596 09/14/2023	E-Filing Payment JP1-2023-04000	La Frontera SQ 1JC-23-2649	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8810672 09/14/2023	E-Filing Payment JP1-2023-04001	COELLO GARCIA, WILSON REYNALDO 1CR-23-1028	Payments, Certified JP1EFILE	Credit Card 184.00	184.00	184.00
AuditID: 8810804 09/14/2023	E-Filing Payment JP1-2023-04002	AMLI LAKELINE 1JC-23-2391	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8811040 09/15/2023	E-Filing Payment JP1-2023-04003	1200 MAYS LLC dba DERBY PARK 1JC-23-2650	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8811067 09/15/2023	E-Filing Payment JP1-2023-04004	Lmrv Funding Llc 1JC-23-2651	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8811118 09/15/2023	E-Filing Payment JP1-2023-04005	Indian Eagle LLC 1JC-23-2652	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8811161 09/15/2023	E-Filing Payment JP1-2023-04006	AMERICAN EXPRESS NATIONAL BANK 1JC-23-2653	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8811222 09/15/2023	Payment JP1-2023-04007	CHRISTIAN, CHAD CHARLES 1CR-23-1000	Zbranek, Cary W2	Credit Card 144.00	144.00	144.00
AuditID: 8811224 09/15/2023	Payment JP1-2023-04008	CHRISTIAN, CHAD CHARLES 1CR-23-1001	Zbranek, Cary W2	Credit Card 10.00	10.00	10.00
AuditID: 8811274 09/15/2023	Payment JP1-2023-04009	REYES LABANINO, ICEL 1CR-23-0950	Zbranek, Cary W2	Credit Card 50.00	50.00	50.00
AuditID: 8811313 09/15/2023	E-Filing Payment JP1-2023-04010	ARISMENDIZ, FRANCISCO 1CR-23-1048	Payments, Certified JP1EFILE	Credit Card 281.00	281.00	281.00
AuditID: 8811363 09/15/2023	Payment JP1-2023-04011	YU, BING 1JC-23-2654	Zbranek, Cary W2	Cash 134.00	134.00	134.00
AuditID: 8811406 09/15/2023	Payment JP1-2023-04012	PRINE, AMANDA MARIE 1CR-23-0886	Zbranek, Cary W2	Credit Card 281.00	281.00	281.00
AuditID: 8811421 09/15/2023	Payment JP1-2023-04013	HOPPER, JUSTIN WAYNE 1CR-23-1087	Price, Dawn W3-JP1	Cash 10.00	10.00	10.00
AuditID: 8811471 09/15/2023	Payment JP1-2023-04014	CARRALERO FERNANDEZ, YORDANGEL 1CR-23-1026	Zbranek, Cary W2	Credit Card 157.00	157.00	157.00
AuditID: 8811475 09/15/2023	E-Filing Payment JP1-2023-04015	The Falls Round Rock 1JC-23-2655	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8811507 09/15/2023	Payment JP1-2023-04016	BERRIOS SANTOS, IRIS D 1JC-23-2656	Zbranek, Cary W2	Credit Card 134.00	134.00	134.00
AuditID: 8811553 09/15/2023	Payment JP1-2023-04017	BAILEY, NATHAN A 1CR-19-1597	Zbranek, Cary W2	Credit Card 145.00	145.00	145.00
AuditID: 8811572 09/15/2023	Payment JP1-2023-04018	BARTHELL, KYLE DERATIO 1CR-23-0001	Zbranek, Cary W2	Credit Card 46.00	46.00	46.00

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8811605 09/15/2023	E-Filing Payment JP1-2023-04019	City North 1JC-23-2657	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8811615 09/15/2023	E-Filing Payment JP1-2023-04020	Miller Dos Anjos, Bruno 1JC-23-2203	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8811624 09/15/2023	Payment JP1-2023-04021	CHEVANNES, EDGAR WENDELL 1CR-23-0094	Zbrank, Cary W2	Credit Card 200.00	200.00	200.00
AuditID: 8811680 09/15/2023	E-Filing Payment JP1-2023-04022	City North 1JC-23-2658	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8811752 09/15/2023	Payment JP1-2023-04023	GALVAN, DARIAN RENEE 1CR-23-0390	Zbrank, Cary W2	Credit Card 159.00	159.00	159.00
AuditID: 8811884 09/16/2023	E-Filing Payment JP1-2023-04024	MARTINEZ MONTANO, MIGUEL 1CR-23-1091	Payments, Certified JP1EFILE	Credit Card 157.00	157.00	157.00
AuditID: 8811885 09/16/2023	E-Filing Payment JP1-2023-04025	MARTINEZ MONTANO, MIGUEL 1CR-23-1090	Payments, Certified JP1EFILE	Credit Card 384.00	384.00	384.00
AuditID: 8811927 09/17/2023	E-Filing Payment JP1-2023-04026	VELS, GARIEL 1CR-23-1029	Payments, Certified JP1EFILE	Credit Card 160.00	160.00	160.00
AuditID: 8811948 09/18/2023	E-Filing Payment JP1-2023-04027	Lakeline East Apartments 1JC-23-2660	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8811965 09/18/2023	E-Filing Payment JP1-2023-04028	12600 AVERY RANCH PROPERTY, LLC dba MUIR LAKE 1JC-23-2661	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8811969 09/18/2023	E-Filing Payment JP1-2023-04029	TRG Avery Ranch LLC 1JC-23-2662	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8811973 09/18/2023	E-Filing Payment JP1-2023-04030	12600 AVERY RANCH PROPERTY, LLC dba MUIR LAKE 1JC-23-2663	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8811978 09/18/2023	E-Filing Payment JP1-2023-04031	9219 ANDERSON, LLC as agent for 9219 ANDERSON, LLC 1JC-23-2664	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8811994 09/18/2023	E-Filing Payment JP1-2023-04032	PRESERVE ROLLING OAKS as agent for PRESERVE ROLLING OAKS 1JC-23-2665	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8812076 09/18/2023	E-Filing Payment JP1-2023-04033	13425 NORTH, LP dba GRIFFIS LAKELINE STATION 1JC-23-2666	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8812080 09/18/2023	E-Filing Payment JP1-2023-04034	13425 NORTH, LP dba GRIFFIS LAKELINE STATION 1JC-23-2667	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8812100 09/18/2023	E-Filing Payment JP1-2023-04035	13425 NORTH, LP dba GRIFFIS LAKELINE STATION 1JC-23-2668	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8812157 09/18/2023	Payment JP1-2023-04036	WALKER, ZYANN MICHELLE 1CR-23-0584	Bernard, Monica W3-JP1	Credit Card 134.00	134.00	134.00
AuditID: 8812169 09/18/2023	E-Filing Payment JP1-2023-04037	13425 NORTH, LP dba GRIFFIS LAKELINE STATION 1JC-23-2669	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8812177 09/18/2023	Payment JP1-2023-04038	AGUILERA IBARRA, ERIC 1CR-23-0479	Bernard, Monica W3-JP1	Credit Card 101.00	101.00	101.00
AuditID: 8812205 09/18/2023	Payment JP1-2023-04039	Nunez Valle, Jose 1CR-23-0411	Bernard, Monica W3-JP1	Credit Card 50.00	50.00	50.00
AuditID: 8812237 09/18/2023	E-Filing Payment JP1-2023-04040	13425 NORTH, LP dba GRIFFIS LAKELINE STATION 1JC-23-2670	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8812239 09/18/2023	Payment JP1-2023-04041	VASQUEZ-COYOTE, PEDRO 1CR-23-0442	Bernard, Monica W3-JP1	Cash 82.00	82.00	82.00
AuditID: 8812273 09/18/2023	E-Filing Payment JP1-2023-04042	13425 NORTH, LP dba GRIFFIS LAKELINE STATION 1JC-23-2671	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8812279 09/18/2023	E-Filing Payment JP1-2023-04043	13425 NORTH, LP dba GRIFFIS LAKELINE STATION 1JC-23-2672	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8812338 09/18/2023	Payment JP1-2023-04044	BOULDIN, GLYNIS L 1JC-23-2674	Bernard, Monica W3-JP1	Credit Card 134.00	134.00	134.00
AuditID: 8812433 09/18/2023	Payment JP1-2023-04045	Duran, Twyla Pollard 1JC-23-2676	Price, Dawn W2	Check 54.00	54.00	54.00
AuditID: 8812437 09/18/2023	E-Filing Payment JP1-2023-04046	WMCI AUSTIN V, LLC dba BEXLEY AT LAKELINE 1JC-23-2677	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8812494 09/18/2023	Payment JP1-2023-04047	ABDO, NASSER 1JC-21-1325	Bernard, Monica W3-JP1	Credit Card 3.00	3.00	3.00
AuditID: 8812515 09/18/2023	Payment JP1-2023-04048	TUNNICLIFFE, NEIL JAMES 1CR-23-1067	Bernard, Monica W3-JP1	Credit Card 144.00	144.00	144.00
AuditID: 8812520 09/18/2023	Payment JP1-2023-04049	GOMEZ, NICOLE ELIZABETH 1CR-23-0232	Bernard, Monica W3-JP1	Credit Card 25.00	25.00	25.00
AuditID: 8812581 09/18/2023	Payment JP1-2023-04050	BHUKYA, KARTHIK 1CR-23-1044	Bernard, Monica W3-JP1	Cash 349.00	349.00	349.00
AuditID: 8812582 09/18/2023	Payment JP1-2023-04051	BHUKYA, KARTHIK 1CR-23-1043	Bernard, Monica W3-JP1	Cash 254.00	254.00	254.00
AuditID: 8812599 09/18/2023	Payment JP1-2023-04052	Lakeline Parmerlane 1JC-23-2678	Bernard, Monica W3-JP1	Credit Card 134.00	134.00	134.00
AuditID: 8812622 09/18/2023	E-Filing Payment JP1-2023-04053	WMCI AUSTIN V, LLC dba BEXLEY AT LAKELINE 1JC-23-2679	User, File Server JP1EFILE	E-File Credit Card 273.00	273.00	273.00
AuditID: 8812662 09/18/2023	E-Filing Payment JP1-2023-04054	MARTINEZ, AARON PAUL 1CR-23-1019	Payments, Certified JP1EFILE	Credit Card 229.00	229.00	229.00
AuditID: 8812761 09/19/2023	E-Filing Payment JP1-2023-04055	CONTINENTAL PROPERTIES dba SPRINGS AT LAKELINE 1JC-23-2680	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8812773 09/19/2023	E-Filing Payment JP1-2023-04056	CONTINENTAL PROPERTIES dba SPRINGS AT LAKELINE 1JC-23-2681	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8812777 09/19/2023	E-Filing Payment JP1-2023-04057	CONTINENTAL PROPERTIES dba SPRINGS AT LAKELINE 1JC-23-2682	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8812781 09/19/2023	E-Filing Payment JP1-2023-04058	Wahle, Bruce 1JC-23-1952	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8812788 09/19/2023	Payment JP1-2023-04059	Awshah, Ahmad Majed 1CR-23-0040	Bernard, Monica W3-JP1	Credit Card 100.00	100.00	100.00
AuditID: 8812814 09/19/2023	E-Filing Payment JP1-2023-04060	Lakeline East Apartments 1JC-23-2683	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8812841 09/19/2023	E-Filing Payment JP1-2023-04061	Martin, Paul Harold, III 1JC-23-2684	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8812862 09/19/2023	E-Filing Payment JP1-2023-04062	Rock Springs Owner, LP 1JC-23-2685	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8812930 09/19/2023	Payment JP1-2023-04063	HENDRIX, TRADEN 1ODL-23-0021	Bernard, Monica W3-JP1	Cash 54.00	54.00	54.00
AuditID: 8812971 09/19/2023	E-Filing Payment JP1-2023-04064	Crown Asset Management, Llc Assignee Of Santander Consumer Usa Inc. 1JC-23-2686	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8813008 09/19/2023	Payment JP1-2023-04065	ACEVEDO, KRISTOPHER 1CR-23-0426	Bernard, Monica W3-JP1	Cash 281.00	281.00	281.00
AuditID: 8813009 09/19/2023	Payment JP1-2023-04066	ACEVEDO, KRISTOPHER 1CR-23-0425	Bernard, Monica W3-JP1	Cash 174.00	174.00	174.00
AuditID: 8813024 09/19/2023	E-Filing Payment JP1-2023-04067	YANEZ, NOEMI GALINDO 1CR-23-1106	Payments, Certified JP1EFILE	Credit Card 264.00	264.00	264.00
AuditID: 8813061 09/19/2023	Payment JP1-2023-04068	Artisan 1, LLC 1JC-23-2687	Bernard, Monica W3-JP1	Credit Card 134.00	134.00	134.00

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8813065 09/19/2023	Payment JP1-2023-04069	Artisan 1, LLC 1JC-23-2688	Bernard, Monica W3-JP1	Credit Card 134.00	134.00	134.00
AuditID: 8813111 09/19/2023	Payment JP1-2023-04070	Coatings & Renovatons 1JC-23-2689	Alfaro, Barbara W24	Credit Card 54.00	54.00	54.00
AuditID: 8813148 09/19/2023	E-Filing Payment JP1-2023-04071	TIDES ON COPPER CREEK OWNER LLC dba TIDES ON COPPER CREEK 1JC-23-2290	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8813171 09/19/2023	Payment JP1-2023-04072	NWOKE, KENNEDY C 1CR-23-1013	Price, Dawn W24	Credit Card 276.00	276.00	276.00
AuditID: 8813182 09/19/2023	Payment JP1-2023-04073	NWOKE, KENNEDY C 1CR-23-1012	Price, Dawn W24	Credit Card 157.00	157.00	157.00
AuditID: 8813189 09/19/2023	Payment JP1-2023-04074	Walton, Devin 1JC-22-1953	Bernard, Monica W3-JP1	Credit Card 205.00	205.00	205.00
AuditID: 8813191 09/19/2023	Payment JP1-2023-04075	NWOKE, KENNEDY C 1CR-23-1014	Price, Dawn W24	Credit Card 331.00	331.00	331.00
AuditID: 8813245 09/19/2023	E-Filing Payment JP1-2023-04076	Advance Technoland Inc. 1JC-23-2690	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8813390 09/19/2023	E-Filing Payment JP1-2023-04077	Midland Credit Management Inc. 1JC-23-2691	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8813395 09/19/2023	E-Filing Payment JP1-2023-04078	Republic Finance LLC 1JC-23-2692	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8813489 09/19/2023	E-Filing Payment JP1-2023-04079	Ibarra-Jaramillo, Steven 1CR-23-0332	Payments, Certified JP1EFILE	Credit Card 223.90	223.90	223.90
AuditID: 8813490 09/19/2023	E-Filing Payment JP1-2023-04080	Ibarra-Jaramillo, Steven 1CR-23-0333	Payments, Certified JP1EFILE	Credit Card 174.00	174.00	174.00
AuditID: 8813492 09/19/2023	E-Filing Payment JP1-2023-04081	Ibarra-Jaramillo, Steven 1CR-23-0334	Payments, Certified JP1EFILE	Credit Card 181.00	181.00	181.00
AuditID: 8813523 09/20/2023	E-Filing Payment JP1-2023-04082	RAMIREZ, SARMIENTO 1CR-23-0913	Payments, Certified JP1EFILE	Credit Card 331.00	331.00	331.00
AuditID: 8813534 09/20/2023	E-Filing Payment JP1-2023-04083	WATERS AT WILLOW RUN, LP as agent for ATLANTIC HOUSING FOUNDATION 1JC-23-2693	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8813564 09/20/2023	E-Filing Payment JP1-2023-04084	WMCI AUSTIN V, LLC dba BEXLEY AT LAKELINE 1JC-23-2326	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8813576 09/20/2023	Payment JP1-2023-04085	PORTALES, RANULFO, Jr. 1CR-23-0478	Zbranek, Cary W2	Cash 384.00	384.00	384.00
AuditID: 8813578 09/20/2023	E-Filing Payment JP1-2023-04086	WATERS AT WILLOW RUN, LP as agent for ATLANTIC HOUSING FOUNDATION 1JC-23-2694	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8813581 09/20/2023	E-Filing Payment JP1-2023-04087	13425 NORTH, LP dba GRIFFIS LAKELINE STATION 1JC-23-2672	User, File Server JP1EFILE	E-File Credit Card 160.00	160.00	160.00
AuditID: 8813589 09/20/2023	E-Filing Payment JP1-2023-04088	Credit Acceptance Corporation 1JC-23-2695	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8813597 09/20/2023	E-Filing Payment JP1-2023-04089	WATERS AT WILLOW RUN, LP as agent for ATLANTIC HOUSING FOUNDATION 1JC-23-2696	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8813612 09/20/2023	E-Filing Payment JP1-2023-04090	WATERS AT WILLOW RUN, LP as agent for ATLANTIC HOUSING FOUNDATION 1JC-23-2697	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8813649 09/20/2023	E-Filing Payment JP1-2023-04091	Cano, Richard Brian 1JC-23-2698	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8813655 09/20/2023	E-Filing Payment JP1-2023-04092	Midland Credit Management Inc. 1JC-23-2699	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8813726 09/20/2023	E-Filing Payment JP1-2023-04093	NAIZER, SHAWN 1JC-23-2700	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8813785 09/20/2023	E-Filing Payment JP1-2023-04094	Sawyer, Khadijah Z 1JC-23-2701	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8813808 09/20/2023	E-Filing Payment JP1-2023-04095	Midland Credit Management Inc. 1JC-23-2702	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8813814 09/20/2023	E-Filing Payment JP1-2023-04096	Lantern Massandra Owner, LLC. 1JC-23-2703	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8813835 09/20/2023	E-Filing Payment JP1-2023-04097	Amador, Lester Luis 1JC-23-2337	User, File Server JP1EFILE	E-File Credit Card 22.00	22.00	22.00
AuditID: 8813968 09/20/2023	E-Filing Payment JP1-2023-04098	CITIBANK, N.A. 1JC-23-2704	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8813991 09/20/2023	E-Filing Payment JP1-2023-04099	Prince, Victoria 1JC-23-0414	User, File Server JP1EFILE	E-File Credit Card 22.00	22.00	22.00
AuditID: 8813995 09/20/2023	E-Filing Payment JP1-2023-04100	CITIBANK, N.A. 1JC-23-2705	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8814050 09/20/2023	Payment JP1-2023-04101	Lakeline Station Apartments 1JC-23-2707	Zbrank, Cary W2	Credit Card 214.00	214.00	214.00
AuditID: 8814054 09/20/2023	Payment JP1-2023-04102	Lakeline Station Apartments 1JC-23-2706	Price, Dawn W3-JP1	Credit Card 214.00	214.00	214.00
AuditID: 8814257 09/21/2023	E-Filing Payment JP1-2023-04103	WATERS AT WILLOW RUN, LP as agent for ATLANTIC HOUSING FOUNDATION 1JC-23-2708	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8814294 09/21/2023	E-Filing Payment JP1-2023-04104	Midland Credit Management Inc. 1JC-23-2709	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8814300 09/21/2023	E-Filing Payment JP1-2023-04105	LEGENDS LAKELINE APARTMENTS dba LEGENDS LAKELINE 1JC-23-2710	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8814303 09/21/2023	E-Filing Payment JP1-2023-04106	THE LYND COMPANY dba LAKESIDE AT LA FRONTERA 1JC-23-2711	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8814382 09/21/2023	E-Filing Payment JP1-2023-04107	PRESIDIO III INVESTORS, LLC 1JC-23-2712	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8814400 09/21/2023	E-Filing Payment JP1-2023-04108	Synchrony Bank 1JC-23-2713	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8814412 09/21/2023	Payment JP1-2023-04109	Puffer, Gavin Michael 1CR-22-0893	Zbrank, Cary W2	Cash 849.00	849.00	849.00
AuditID: 8814444 09/21/2023	E-Filing Payment JP1-2023-04110	Indian Eagle LLC 1JC-23-2714	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8814455 09/21/2023	E-Filing Payment JP1-2023-04111	LY, CHEAVLY 1JC-23-2411	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8814462 09/21/2023	E-Filing Payment JP1-2023-04112	Indian Eagle LLC 1JC-23-2715	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8814465 09/21/2023	E-Filing Payment JP1-2023-04113	Indian Eagle LLC 1JC-23-2716	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8814542 09/21/2023	E-Filing Payment JP1-2023-04114	MA, CHUNCHI 1JC-23-2717	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8814637 09/21/2023	E-Filing Payment JP1-2023-04115	UHG I LLC 1JC-23-2718	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8814672 09/21/2023	E-Filing Payment JP1-2023-04116	Conn Appliances, Inc. 1JC-23-2719	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8814679 09/21/2023	E-Filing Payment JP1-2023-04117	GEICO County Mutual Insurance Company 1JC-23-2720	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8814749 09/21/2023	E-Filing Payment JP1-2023-04118	CASEREZ-HERNANDEZ, BENITO 1CR-23-1108	Payments, Certified JP1EFILE	Credit Card 384.00	384.00	384.00
AuditID: 8814758 09/21/2023	E-Filing Payment JP1-2023-04119	Conn Appliances, Inc. 1JC-23-2721	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8814767 09/21/2023	E-Filing Payment JP1-2023-04120	Lrvv Funding Llc 1JC-23-2722	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8814786 09/21/2023	E-Filing Payment JP1-2023-04121	Lrvv Funding Llc 1JC-23-2723	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8814792 09/21/2023	Payment JP1-2023-04122	Diaz, Rachel Joy 1CR-23-0151	Zbrank, Cary W2	Check 326.00	326.00	326.00
AuditID: 8814796 09/21/2023	Payment JP1-2023-04123	ALWAYS TOWING & RECOVERY 1JC-23-2588	Ruble, Stefanie W24	Credit Card 54.00	54.00	54.00
AuditID: 8814829 09/21/2023	E-Filing Payment JP1-2023-04124	Midland Credit Management, Inc. 1JC-23-2724	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8814832 09/21/2023	E-Filing Payment JP1-2023-04125	UHG I LLC 1JC-23-2725	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8814847 09/21/2023	E-Filing Payment JP1-2023-04126	Troy Capital, LLC 1JC-23-2726	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8814850 09/21/2023	E-Filing Payment JP1-2023-04127	Jpmorgan Chase Bank N.a. 1JC-23-2727	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8815224 09/21/2023	Payment JP1-2023-04130	SANCHEZ GUTIERREZ, ANTONIO MIGUEL ANGEL 1CR-23-0357	Lamb, Misty W11	Credit Card 60.00	60.00	60.00
AuditID: 8815172 09/22/2023	E-Filing Payment JP1-2023-04128	HOMERIVER GROUP as agent for ELLEN WOOD 1JC-23-2728	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8815176 09/22/2023	E-Filing Payment JP1-2023-04129	NEXBANK 1JC-23-2729	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8815248 09/22/2023	E-Filing Payment JP1-2023-04131	WATERS AT SUNRISE, LP dba WATERS AT SUNRISE APARTMENTS 1JC-23-2412	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8815278 09/22/2023	E-Filing Payment JP1-2023-04132	FIRST COMMUNITIES MANAGEMENT dba CENTURY TRAVESIA (WILLIAMSON) 1JC-23-2390	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8815284 09/22/2023	E-Filing Payment JP1-2023-04133	NEXBANK 1JC-23-2730	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8815292 09/22/2023	E-Filing Payment JP1-2023-04134	NEXBANK 1JC-23-2344	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8815320 09/22/2023	E-Filing Payment JP1-2023-04135	NEXBANK 1JC-23-2731	User, File Server JP1EFILE	E-File Credit Card 273.00	273.00	273.00
AuditID: 8815335 09/22/2023	Payment JP1-2023-04136	DePalma, Glen Richard, PhD 1JC-23-2022	Price, Dawn W3-JP1	Cash 2.00	2.00	2.00
AuditID: 8815340 09/22/2023	E-Filing Payment JP1-2023-04137	NEXBANK 1JC-23-2732	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8815440 09/22/2023	Payment JP1-2023-04138	BRUCE, SANDRA MAE 1JC-23-2396	Price, Dawn W3-JP1	Credit Card 205.00	205.00	205.00
AuditID: 8815466 09/22/2023	Payment JP1-2023-04139	CREPPON, KRISTIE DIANE 1CR-23-0762	Price, Dawn W3-JP1	Credit Card 144.00	144.00	144.00
AuditID: 8815480 09/22/2023	E-Filing Payment JP1-2023-04140	Roberts, Maria 1JC-23-2733	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8815491 09/22/2023	Payment JP1-2023-04141	AMMISSETTI, NARAYANA 1CR-23-1041	Price, Dawn W3-JP1	Cash 10.00	10.00	10.00

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8815506 09/22/2023	Payment JP1-2023-04142	Stephens, Danny Scott 1JC-21-1252	Price, Dawn W3-JP1	Credit Card 205.00	205.00	205.00
AuditID: 8815527 09/22/2023	E-Filing Payment JP1-2023-04143	Midland Credit Management Inc. 1JC-23-2734	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8815553 09/22/2023	E-Filing Payment JP1-2023-04144	Midland Credit Management Inc. 1JC-23-2735	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8815606 09/22/2023	E-Filing Payment JP1-2023-04145	Jefferson Capital Systems Llc 1JC-23-2736	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8815610 09/22/2023	E-Filing Payment JP1-2023-04146	Abdul-Mateen, Samir 1JC-23-2737	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8815745 09/22/2023	Payment JP1-2023-04147	OCHOA FLORES, ALEX R 1CR-23-1085	Zbranek, Cary W2	Cash 186.00	186.00	186.00
AuditID: 8815952 09/25/2023	E-Filing Payment JP1-2023-04148	Credit Acceptance Corporation 1JC-23-2738	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8815971 09/25/2023	E-Filing Payment JP1-2023-04149	Integras Capital Recovery Llc 1JC-23-2739	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8815993 09/25/2023	Payment JP1-2023-04150	DOMINGUEZ, VICTOR A 1CR-23-0647	Zbranek, Cary W2	Cash 100.00	100.00	100.00
AuditID: 8816124 09/25/2023	E-Filing Payment JP1-2023-04151	Ncb Management Services Inc. 1JC-23-2740	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8816196 09/25/2023	Payment JP1-2023-04152	ROJAS MARQUEZ, HECTOR LUIS 1CR-23-0407	Alfaro, Barbara Window4	Credit Card 281.00	281.00	281.00
AuditID: 8816254 09/25/2023	E-Filing Payment JP1-2023-04153	VARGAS MENDEZ, JUAN FERNANDO 1CR-23-1115	Payments, Certified JP1EFILE	Credit Card 181.00	181.00	181.00
AuditID: 8816286 09/25/2023	E-Filing Payment JP1-2023-04154	MIDLAND CREDIT MANAGEMENT, INC. 1JC-23-2741	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8816361 09/25/2023	E-Filing Payment JP1-2023-04155	CITIBANK, N.A. 1JC-23-2742	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8816375 09/25/2023	Payment JP1-2023-04156	MARQUEZ-ALVAREZ, EDUARDO 1CR-23-1037	Zbranek, Cary W2	Cash 281.00	281.00	281.00
AuditID: 8816388 09/25/2023	E-Filing Payment JP1-2023-04157	Capital One N.a. 1JC-23-2743	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8816854 09/25/2023	E-Filing Payment JP1-2023-04158	Velocity Investments, Llc 1JC-23-2744	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8816972 09/25/2023	E-Filing Payment JP1-2023-04159	MADISON AT DELL RANCH 1JC-23-2352	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8818556 09/25/2023	Payment JP1-2023-04160	FLORES, ERIC DANIEL 1CR-23-1099	Zbranek, Cary W2	Credit Card 144.00	144.00	144.00
AuditID: 8818971 09/25/2023	E-Filing Payment JP1-2023-04161	MADISON AT DELL RANCH 1JC-23-2369	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8819223 09/25/2023	Payment JP1-2023-04162	THE CREEK LLC 1JC-23-2745	Zbranek, Cary W2	Credit Card 134.00	134.00	134.00
AuditID: 8819418 09/25/2023	Payment JP1-2023-04163	Brightwell, Krashonya 1JC-23-2567	Ruble, Stefanie Window4	Credit Card 54.00	54.00	54.00
AuditID: 8822489 09/26/2023	E-Filing Payment JP1-2023-04164	Velocity Investments, Llc 1JC-23-2746	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8822506 09/26/2023	E-Filing Payment JP1-2023-04165	U.S. Bank National Association 1JC-23-2747	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8822512 09/26/2023	E-Filing Payment JP1-2023-04166	Bel Michael Limited Partnership 1JC-23-2748	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8822522 09/26/2023	E-Filing Payment JP1-2023-04167	TIDES ON COPPER CREEK OWNER LLC dba TIDES ON COPPER CREEK 1JC-23-2749	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8822562 09/26/2023	E-Filing Payment JP1-2023-04168	WATERS AT WILLOW RUN, LP as agent for ATLANTIC HOUSING FOUNDATION 1JC-23-2750	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8822565 09/26/2023	E-Filing Payment JP1-2023-04169	NEXBANK 1JC-23-2751	User, File Server JP1EFILE	E-File Credit Card 273.00	273.00	273.00
AuditID: 8822568 09/26/2023	E-Filing Payment JP1-2023-04170	McElroy, Scott 1JC-23-2752	User, File Server JP1EFILE	E-File Credit Card 273.00	273.00	273.00
AuditID: 8822577 09/26/2023	E-Filing Payment JP1-2023-04171	BR ELAN, LLC VS ELAN 1JC-23-2753	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8822612 09/26/2023	Payment JP1-2023-04172	NEWMAN, RAVEN KAYLIN 1CR-23-1057	Zbranek, Cary W2	Credit Card 10.00	10.00	10.00
AuditID: 8822614 09/26/2023	E-Filing Payment JP1-2023-04173	9219 ANDERSON, LLC as agent for 9219 ANDERSON, LLC 1JC-23-2754	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8822684 09/26/2023	E-Filing Payment JP1-2023-04174	Indian Eagle LLC 1JC-23-2757	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8822713 09/26/2023	E-Filing Payment JP1-2023-04175	Ordener, Christina 1JC-23-2758	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8822719 09/26/2023	Payment JP1-2023-04176	Lakeline Station Apartments 1JC-23-2756	Zbranek, Cary W2	Credit Card 134.00	134.00	134.00
AuditID: 8822729 09/26/2023	Payment JP1-2023-04177	Lakeline Station Apartments 1JC-23-2755	Zbranek, Cary W2	Credit Card 134.00	134.00	134.00
AuditID: 8822765 09/26/2023	E-Filing Payment JP1-2023-04178	National Collegiate Student Loan Trust 2006-1 1JC-23-2759	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8822813 09/26/2023	Payment JP1-2023-04179	LAS BRISAS LUXURY APARTMENTS 1JC-23-2284	Zbranek, Cary W2	Credit Card 205.00	205.00	205.00
AuditID: 8822951 09/26/2023	E-Filing Payment JP1-2023-04180	MIDLAND CREDIT MANAGEMENT INC. 1JC-23-2760	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8822987 09/26/2023	E-Filing Payment JP1-2023-04181	Trinity Texas Property Management.INC 1JC-23-2761	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8823007 09/26/2023	Payment JP1-2023-04182	HARDY, BRIAN KEITH 1CR-23-0911	Zbranek, Cary W2	Credit Card 10.00	10.00	10.00
AuditID: 8823028 09/26/2023	E-Filing Payment JP1-2023-04183	Midland Credit Management Inc. 1JC-23-2762	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8823052 09/26/2023	E-Filing Payment JP1-2023-04184	Midland Credit Management Inc. 1JC-23-2763	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8823076 09/26/2023	Payment JP1-2023-04185	CAMPBELL, TIMOTHY STUART 1CR-23-1054	Zbranek, Cary W2	Credit Card 10.00	10.00	10.00
AuditID: 8823086 09/26/2023	Payment JP1-2023-04186	NAWRAS, AHMED 1CR-23-0896	Zbranek, Cary W2	Credit Card 346.00	346.00	346.00
AuditID: 8823108 09/26/2023	E-Filing Payment JP1-2023-04187	Shani, Eyal 1JC-23-2544	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8823122 09/26/2023	E-Filing Payment JP1-2023-04188	NEXBANK 1JC-23-2371	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8823136 09/26/2023	E-Filing Payment JP1-2023-04189	NEXBANK 1JC-23-2389	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8823246 09/27/2023	E-Filing Payment JP1-2023-04190	NEXBANK 1JC-23-2387	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8823248 09/27/2023	E-Filing Payment JP1-2023-04191	MIDLAND CREDIT MANAGEMENT, INC. 1JC-23-2764	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8823272 09/27/2023	E-Filing Payment JP1-2023-04192	Ridge Hill Investments, Inc. 1JC-23-2765	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8823277 09/27/2023	E-Filing Payment JP1-2023-04193	WATERS AT SUNRISE, LP dba WATERS AT SUNRISE APARTMENTS 1JC-23-2766	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8823280 09/27/2023	E-Filing Payment JP1-2023-04194	WLEY, RICK 1JC-23-2370	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8823282 09/27/2023	E-Filing Payment JP1-2023-04195	REGENCY DELL RANCH, LLC 1JC-23-2767	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8823285 09/27/2023	E-Filing Payment JP1-2023-04196	REGENCY DELL RANCH, LLC 1JC-23-2768	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8823302 09/27/2023	E-Filing Payment JP1-2023-04197	LODGE MULTIFAMILY AUSTIN, LP dba LANTOWER ROUND ROCK 1JC-23-2770	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8823306 09/27/2023	E-Filing Payment JP1-2023-04198	Oyer, David 1JC-23-2771	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8823325 09/27/2023	Payment JP1-2023-04199	HENDRICKS, LESLY R 1JC-23-2769	Zbrank, Cary W2	Credit Card 134.00	134.00	134.00
AuditID: 8823367 09/27/2023	E-Filing Payment JP1-2023-04200	Shani, Eyal 1JC-23-2544	User, File Server JP1EFILE	E-File Credit Card 160.00	160.00	160.00
AuditID: 8823428 09/27/2023	E-Filing Payment JP1-2023-04201	HENNA TOWNHOMES, LTD. dba TOWNHOMES AT DOUBLE CREEK 1JC-23-2367	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8823435 09/27/2023	E-Filing Payment JP1-2023-04202	CALIZA PROPERTY, LP dba CALIZA 1JC-23-2445	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8823448 09/27/2023	E-Filing Payment JP1-2023-04203	Bank Of America N.a. 1JC-23-2772	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8823524 09/27/2023	E-Filing Payment JP1-2023-04204	Velocity Investments, Llc 1JC-23-2773	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8823537 09/27/2023	E-Filing Payment JP1-2023-04205	Midland Credit Management Inc. 1JC-23-2774	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8823610 09/27/2023	E-Filing Payment JP1-2023-04206	Velocity Investments, Llc 1JC-23-2775	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8823613 09/27/2023	E-Filing Payment JP1-2023-04207	Credit Acceptance Corporation 1JC-23-2776	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8823755 09/27/2023	E-Filing Payment JP1-2023-04208	Citibank, N.a. 1JC-23-2777	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8823762 09/27/2023	E-Filing Payment JP1-2023-04209	Brightwell, Kreshonya Y Brightwell 1JC-23-2778	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8823858 09/27/2023	Payment JP1-2023-04210	Foxfire Apartments 1JC-23-2779	Zbrank, Cary W2	Credit Card 134.00	134.00	134.00
AuditID: 8823859 09/27/2023	Payment JP1-2023-04211	Allen, Darnin 1JC-23-2780	Zbrank, Cary W2	Cash 134.00	134.00	134.00
AuditID: 8823869 09/27/2023	Payment JP1-2023-04212	Duran, Twyla Pollard 1JC-23-2781	Zbrank, Cary W2	Cash 54.00	54.00	54.00
AuditID: 8823993 09/28/2023	E-Filing Payment JP1-2023-04213	Cavalry Spv I, Llc, As Assignee Of Capital One, N.a. 1JC-23-2782	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8824017 09/28/2023	E-Filing Payment JP1-2023-04214	Carla Reed Management 1JC-23-2783	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8824020 09/28/2023	E-Filing Payment JP1-2023-04215	Crest RR LP 1JC-23-2784	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8824026 09/28/2023	E-Filing Payment JP1-2023-04216	Crest RR LP 1JC-23-2785	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8824031 09/28/2023	E-Filing Payment JP1-2023-04217	Pedcor Investments-2016-CLX, LP aka Shadow Ridge, by its agent Pedcor Management 1JC-23-2481	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8824034 09/28/2023	E-Filing Payment JP1-2023-04218	Pedcor Investments-2016-CLX, LP aka Shadow Ridge, by its agent Pedcor Management 1JC-23-2476	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8824068 09/28/2023	E-Filing Payment JP1-2023-04219	Pedcor Investments-2016-CLX, LP aka Shadow Ridge, by its agent Pedcor Management 1JC-23-2459	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8824080 09/28/2023	E-Filing Payment JP1-2023-04220	Pedcor Investments-2016-CLX, LP aka Shadow Ridge, by its agent Pedcor Management 1JC-23-2458	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8824122 09/28/2023	E-Filing Payment JP1-2023-04221	ONEMAIN FINANCIAL GROUP LLC. 1JC-23-2786	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8824229 09/28/2023	Payment JP1-2023-04222	MOHANTY, PRASANT KUMAR 1CR-23-1094	Bernard, Monica W3-JP1	Credit Card 211.00	211.00	211.00
AuditID: 8824235 09/28/2023	E-Filing Payment JP1-2023-04223	Velocity Investments, Llc 1JC-23-2788	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8824253 09/28/2023	E-Filing Payment JP1-2023-04224	Christopher Gilbert 1JC-23-2438	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8824263 09/28/2023	E-Filing Payment JP1-2023-04225	Jpmorgan Chase Bank N.a. 1JC-23-2789	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8824290 09/28/2023	Payment JP1-2023-04226	VENTANA OAKS 1JC-23-2790	Zbranek, Cary W2	Cash 134.00	134.00	134.00
AuditID: 8824315 09/28/2023	E-Filing Payment JP1-2023-04227	Pedcor Investments-2016-CLX, LP aka Shadow Ridge, by its agent Pedcor Management 1JC-23-2491	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8824321 09/28/2023	E-Filing Payment JP1-2023-04228	Pedcor Investments-2016-CLX, LP aka Shadow Ridge, by its agent Pedcor Management 1JC-23-2460	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8824512 09/28/2023	E-Filing Payment JP1-2023-04229	DV Mesa Ridge MFAP LLC 1JC-23-2505	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8824536 09/28/2023	Payment JP1-2023-04230	NEWMAN, RAVEN KAYLIN 1CR-23-1058	Lamb, Misty W11	Credit Card 10.00	10.00	10.00
AuditID: 8824584 09/28/2023	E-Filing Payment JP1-2023-04231	NCB Management Services Inc. 1JC-23-2791	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8824599 09/28/2023	E-Filing Payment JP1-2023-04232	Crest RR LP 1JC-23-2792	User, File Server JP1EFILE	E-File Credit Card 193.00	193.00	193.00
AuditID: 8824621 09/28/2023	Cash Bond Deposit JP1-2023-04233	Arreola-Figueroa, Cristian 1CR-23-1173	Wenetschlaeger, James W4	Check 100.00	100.00	100.00
AuditID: 8824659 09/28/2023	E-Filing Payment JP1-2023-04234	Lakeline East Apartments 1JC-23-2793	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8824685 09/28/2023	E-Filing Payment JP1-2023-04235	AUSTIN BAXTER APARTMENTS LC dba THE BAXTER AT WESTWOOD 1JC-23-2794	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8824695 09/28/2023	E-Filing Payment JP1-2023-04236	ACCELERATED INVENTORY MANAGEMENT, LLC 1JC-23-2795	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8824719 09/28/2023	E-Filing Payment JP1-2023-04237	AUSTIN BAXTER APARTMENTS LC dba THE BAXTER AT WESTWOOD 1JC-23-2796	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8824751 09/28/2023	E-Filing Payment JP1-2023-04238	Bank Of America N.a. 1JC-22-3123	User, File Server JP1EFILE	E-File Credit Card 1.00	1.00	1.00
AuditID: 8824890 09/29/2023	E-Filing Payment JP1-2023-04239	Cavalry Spv I, Llc, As Assignee Of Synchrony Bank/cars Credit 1JC-23-2797	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8824893 09/29/2023	E-Filing Payment JP1-2023-04240	12300 HYMEADOW LLC dba CHESAPEAKE APARTMENTS 1JC-23-2798	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8824909 09/29/2023	E-Filing Payment JP1-2023-04241	NEXBANK 1JC-23-2410	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8824911 09/29/2023	E-Filing Payment JP1-2023-04242	JONATHAN JAO by its AGENT 1836 PROPERTY MANAGEMENT 1JC-23-2799	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8824916 09/29/2023	E-Filing Payment JP1-2023-04243	ENCLAVE APARTMENTS ROUND ROCK LLC dba ENCLAVE APARTMENTS 1JC-23-2800	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8824925 09/29/2023	E-Filing Payment JP1-2023-04244	NEXBANK 1JC-23-2478	User, File Server JP1EFILE	E-File Credit Card 205.00	205.00	205.00
AuditID: 8824929 09/29/2023	E-Filing Payment JP1-2023-04245	ENCLAVE APARTMENTS ROUND ROCK LLC dba ENCLAVE APARTMENTS 1JC-23-2801	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8824944 09/29/2023	Payment JP1-2023-04246	Guerrero, Simona Renee 1JC-23-2802	Zbranek, Cary W2	Credit Card 134.00	134.00	134.00
AuditID: 8824961 09/29/2023	E-Filing Payment JP1-2023-04247	Velocity Investments Llc 1JC-23-2803	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8824969 09/29/2023	E-Filing Payment JP1-2023-04248	WRPV XIII SC AUSTIN, LLC dba MADISON AT STONE CREEK 1JC-23-2804	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8825055 09/29/2023	E-Filing Payment JP1-2023-04249	Bank Of America N.a. 1JC-23-2805	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8825090 09/29/2023	E-Filing Payment JP1-2023-04250	CAMDEN LA FRONTERA as agent for CAMDEN PROPERTY TRUST 1JC-23-2806	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8825102 09/29/2023	E-Filing Payment JP1-2023-04251	Crown Asset Management, Llc Assignee Of Webbank (prosper Funding Llc) 1JC-23-2807	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8825131 09/29/2023	E-Filing Payment JP1-2023-04252	CAMDEN LA FRONTERA as agent for CAMDEN PROPERTY TRUST 1JC-23-2808	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8825148 09/29/2023	E-Filing Payment JP1-2023-04253	INVESTMENT RETRIEVERS, INC. 1JC-23-2809	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8825156 09/29/2023	E-Filing Payment JP1-2023-04254	Lvnv Funding Llc 1JC-22-1516	User, File Server JP1EFILE	E-File Credit Card 1.00	1.00	1.00
AuditID: 8825177 09/29/2023	E-Filing Payment JP1-2023-04255	Lvnv Funding Llc 1JC-22-1335	User, File Server JP1EFILE	E-File Credit Card 1.00	1.00	1.00
AuditID: 8825205 09/29/2023	E-Filing Payment JP1-2023-04256	CAMDEN LA FRONTERA as agent for CAMDEN PROPERTY TRUST 1JC-23-2810	User, File Server JP1EFILE	E-File Credit Card 113.00	113.00	113.00
AuditID: 8825214 09/29/2023	E-Filing Payment JP1-2023-04257	Lvnv Funding Llc 1JC-22-1522	User, File Server JP1EFILE	E-File Credit Card 1.00	1.00	1.00
AuditID: 8825227 09/29/2023	Payment JP1-2023-04258	Lakeline Station Apartments 1JC-23-2350	Alfaro, Barbara W24	Credit Card 205.00	205.00	205.00
AuditID: 8825299 09/29/2023	E-Filing Payment JP1-2023-04259	Summerville, Sabrina Lynne 1JC-23-2787	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8825323 09/29/2023	Payment JP1-2023-04260	BOYD, BOBBY 1JC-23-2811	Zbranek, Cary W2	Check 134.00	134.00	134.00

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Date	Receipt Type / Number	Party / Case	Cashier / Station	Tender Method	Fee Total	Transaction Total
AuditID: 8825358 09/29/2023	E-Filing Payment JP1-2023-04261	HART, MORGAN OKSANA 1CR-23-0201	Payments, Certified JP1EFILE	Credit Card 226.00	226.00	226.00
AuditID: 8825379 09/29/2023	E-Filing Payment JP1-2023-04262	Td Bank Usa, N.a. 1JC-23-2812	User, File Server JP1EFILE	E-File Credit Card 33.00	33.00	33.00
AuditID: 8825716 09/30/2023	E-Filing Payment JP1-2023-04263	CASTANEDA, LUIS ANGEL 1CR-22-0952	Payments, Certified JP1EFILE	Credit Card 254.00	254.00	254.00
Total Payments					58,740.90	58,740.90

Adjustments Affecting Payments						
Date	Receipt Type / Number	Party / Case	Cashier / Station	Reason	Fee Total	Transaction Total
AuditID: 8824519 09/28/2023	Reverse Payment JP1-2023-04172	NEWMAN, RAVEN KAYLIN 1CR-23-1057	Wenetschlaeger, James W4	Clerical Error	(10.00)	(10.00)
Total Adjustments Impacting Payments					(10.00)	(10.00)

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Final Totals		Fee Totals	Transaction Totals
Total Payments		58,740.90	58,740.90
Total Adjustments Impacting Payments		(10.00)	(10.00)
Final Fee Code Totals		58,730.90	58,730.90
Tender Method Summary			
Tender Types	Cash	4,262.00	4,262.00
	Check	1,647.00	1,647.00
	Credit Card	20,120.90	20,120.90
	E-File Credit Card	31,930.00	31,930.00
	Liability Acct Transfer	781.00	781.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	9,716.15
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	27,200.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	8.09
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	61.93
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	10,403.90
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	963.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-1-01-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	1,026.48
0100 - General Fund Total:		49,379.55
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	3.00
0360 - Courthouse Security Fund Total:		3.00
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	1.00
0361 - JP Security Fund Total:		1.00
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,605.00
0370 - Alternate Dispute Resolution Fund Total:		1,605.00
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	4.00
0372 - Justice Court Technology Fund Total:		4.00
0373 - JP-1 Truancy Program Fund		
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	5.00
0373 - JP-1 Truancy Program Fund Total:		5.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	2.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	40.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	4,297.83
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	861.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	4.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	6.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	100.59
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-1-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.10
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-1-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	30.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,779.33
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	2.00
01-0399-0000-208720 - SEATBELT FINES	L-004-1-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	73.50
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	24.50
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-1-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	12.50
0399 - State Agency Fund Total:		7,233.35
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	500.00
JP BOND Total:		500.00
Fee Totals for All Funds:		58,730.90

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	8.09	2	0.00	0	0.00	0	8.09	2
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	95.59	21	0.00	0	0.00	0	95.59	21
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	253.29	54	0.00	0	(0.37)	1	252.92	55
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	4,302.46	75	0.00	0	(4.63)	1	4,297.83	76
2020CDF	Compliance Dismissal Fine	110.00	11	0.00	0	0.00	0	110.00	11
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	91.57	10	0.00	0	0.00	0	91.57	10
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,027.53	79	0.00	0	(1.05)	1	1,026.48	80
2020LTF	Local Traffic Fine (TC 542.403)	106.98	39	0.00	0	(0.22)	1	106.76	40
2020STF	State Traffic Fine (TC 542.4031)	1,783.06	39	0.00	0	(3.73)	1	1,779.33	40
2020TPF	Time Payment Fee CCP 102.030	59.43	7	0.00	0	0.00	0	59.43	7
AFACC	Arrest Fee - Austin Community College	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	500.00	3	0.00	0	0.00	0	500.00	3
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	40.00	1	0.00	0	0.00	0	40.00	1
CCOP	Civil Copies	4.00	4	0.00	0	0.00	0	4.00	4
CERT	Certified Copy	5.00	2	0.00	0	0.00	0	5.00	2
CFINE	County Fine	10,403.90	66	0.00	0	0.00	0	10,403.90	66
CHS	Courthouse Security Fee (CCP 102.017)	3.00	1	0.00	0	0.00	0	3.00	1
CHSJC	JP Security Fee (CCP 102.017)	1.00	1	0.00	0	0.00	0	1.00	1
CONT1	Constable Service Fee Pct #1	16,400.00	166	0.00	0	0.00	0	16,400.00	166
DDF	Deferred Disposition Fee	776.90	7	0.00	0	0.00	0	776.90	7
FNTC1	Child Safety Seat Fine Trauma Center	73.50	1	0.00	0	0.00	0	73.50	1
IDF	Indigent Defense Fee (LGC 133.107)	2.00	1	0.00	0	0.00	0	2.00	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	4.00	1	0.00	0	0.00	0	4.00	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	4.00	1	0.00	0	0.00	0	4.00	1
JTP	Juvenile Truancy Program (CCP 102.0174)	5.00	1	0.00	0	0.00	0	5.00	1
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP1

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JURY	Jury Fee	66.00	3	0.00	0	0.00	0	66.00	3
JUSFC	Judicial Support Fund - County (LGC 133.105)	0.60	1	0.00	0	0.00	0	0.60	1
JUSFS	Judicial Support Fund - State (LGC 133.105)	5.40	1	0.00	0	0.00	0	5.40	1
MVF	Moving Violation Fee (CCP 102.022)	0.10	1	0.00	0	0.00	0	0.10	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,605.00	321	0.00	0	0.00	0	1,605.00	321
SB41JCSF	Justice Court Support Fund	8,025.00	321	0.00	0	0.00	0	8,025.00	321
SB41LAF	Language Access Fund - LGC 135.155	963.00	321	0.00	0	0.00	0	963.00	321
SB41SCF	State Consolidated Fee	861.00	41	0.00	0	0.00	0	861.00	41
SFMCWV	State Fine - Motor Carrier Weight Violation	24.50	1	0.00	0	0.00	0	24.50	1
STF	State Traffic Fee (TC 542.4031)	30.00	1	0.00	0	0.00	0	30.00	1
TPCC2	Time Payment Fee County 2.50	2.50	1	0.00	0	0.00	0	2.50	1
TPS	Time Payment Fee - State	12.50	1	0.00	0	0.00	0	12.50	1
UFA	Uniform Traffic Act (TC 542.403)	3.00	1	0.00	0	0.00	0	3.00	1
WEXEC	Writ of Execution	15.00	3	0.00	0	0.00	0	15.00	3
WPOSS	Writ of Possession	250.00	50	0.00	0	0.00	0	250.00	50
WREEN	Writ of Re-entry	5.00	1	0.00	0	0.00	0	5.00	1
WSF1	Constable #1 - Writ Service Fee	10,800.00	54	0.00	0	0.00	0	10,800.00	54
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		58,740.90	1,720	0.00	0	(10.00)	5	58,730.90	1,725

Commissioners Court - Regular Session

8.

Meeting Date: 10/10/2023

September 2023 Monthly Report

Submitted For: Angela Williams

Submitted By: Melissa East, J.P. Pct. #2

Department: J.P. Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve Justice of the Peace Precinct 2 September 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

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

Attachments

September 2023

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melissa East

Final Approval Date: 10/04/2023

Reviewed By

Becky Pruitt

Date

10/04/2023 02:26 PM

Started On: 10/03/2023 09:11 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 Angela Williams, Justice of the Peace, Precinct 2, Williamson County, who on her oath, stated that the attached report of money collected is a true and correct report for the month of September 2023.



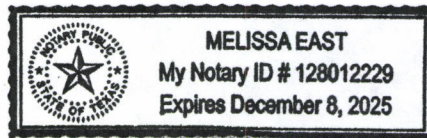
A handwritten signature in blue ink, appearing to read "Angela Williams", written over a horizontal line.

ANGELA WILLIAMS
JUSTICE OF THE PEACE
WILLIAMSON COUNTY PRECINCT 2

On this 2nd day of October 2023, to certify which witness my hand and seal of office.

A handwritten signature in blue ink, appearing to read "Melissa East", written over a horizontal line.

Notary Public
in and for the State of Texas



Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP2

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-2-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	85.00
01-0100-0000-341802 - FEES OF OFFICE, JP PCT-2	L-004-2-01-0100-0000-341802: 01-0100-0000-341802 - FEES OF OFFICE, JP PCT #2	5,570.89
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	9,360.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-2-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	10.00
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	350.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-2-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	55.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-2-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	247.19
01-0100-0000-351302 - FINES, JP PCT-2	L-004-2-01-0100-0000-351302: 01-0100-0000-351302 - FINES, JP PCT #2	12,609.00
01-0100-0000-365103 Language Access Fund	L-004-2-01-0100-0000-365103: Language Access Fund	537.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-2-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	1.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-2-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC - Misd C	1,476.71
0100 - General Fund Total:		30,301.79
0361 - JP Security Fund		
01-0361-0000-341152 - JP 2 SECURITY FEES	L-004-2-01-0361-0000-341152: 01-0361-0000-341152 - JP 2 SECURITY FEES	4.00
0361 - JP Security Fund Total:		4.00
0368 - JP-2 Truancy Program Fund		
01-0368-0000-370000 - JP-2 Truancy Program Fees	L-004-2-01-0368-0000-370000: 01-0368-0000-370000 - JP-2 Truancy Program Fee	5.00
0368 - JP-2 Truancy Program Fund Total:		5.00
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-2-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	895.00
0370 - Alternate Dispute Resolution Fund Total:		895.00
0372 - Justice Court Technology Fund		
01-0372-0000-341142 - JP 2 TECHNOLOGY FEES	L-004-2-01-0372-0000-341142: 01-0372-0000-341142 - JP #2 TECHNOLOGY FEES	4.00
0372 - Justice Court Technology Fund Total:		4.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP2

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	L-004-2-01-0399-0000-208032: 01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	2.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	40.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-2-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	6,291.71
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	210.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-2-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	4.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-2-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	6.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-2-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	185.00
01-0399-0000-208426 - State Traffic Fine Due to State 2020	L-004-2-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	2,650.00
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-2-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	2.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-2-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	375.00
0399 - State Agency Fund Total:		9,765.71
JP BOND		
01-0100-0000-207034 - JP2 Bond Liability Account	L-004-2-02-00002: JP2 Registry Bond Account Liability	300.00
JP BOND Total:		300.00
Fee Totals for All Funds:		41,275.50

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP2

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	10.00	2	0.00	0	0.00	0	10.00	2
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	50.00	10	0.00	0	0.00	0	50.00	10
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	180.00	37	0.00	0	0.00	0	180.00	37
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	227.39	46	0.00	0	0.00	0	227.39	46
2020AHLHIS	Arrest Fee Liberty Hill ISD CCP 102.011(a)(1), 102.011(e)	25.00	5	0.00	0	(5.00)	1	20.00	6
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	5,919.71	97	0.00	0	(62.00)	1	5,857.71	98
2020CDF	Compliance Dismissal Fine	180.00	18	0.00	0	0.00	0	180.00	18
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	130.00	14	0.00	0	0.00	0	130.00	14
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,392.71	101	0.00	0	(14.00)	1	1,378.71	102
2020LTF	Local Traffic Fine (TC 542.403)	156.00	53	0.00	0	0.00	0	156.00	53
2020STF	State Traffic Fine (TC 542.4031)	2,600.00	53	0.00	0	0.00	0	2,600.00	53
2020TPF	Time Payment Fee CCP 102.030	247.19	18	0.00	0	(15.00)	1	232.19	19
2020WFC2	Warrant Fee - Const Pct 2 CCP 102.011(a)(2), 102.011(e)	300.00	5	0.00	0	0.00	0	300.00	5
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	300.00	1	0.00	0	0.00	0	300.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	40.00	1	0.00	0	0.00	0	40.00	1
CCOP	Civil Copies	16.50	11	0.00	0	0.00	0	16.50	11
CFINE	County Fine	11,692.00	81	0.00	0	(85.00)	1	11,607.00	82
CHS	Courthouse Security Fee (CCP 102.017)	3.00	1	0.00	0	0.00	0	3.00	1
CHSJC	JP Security Fee (CCP 102.017)	1.00	1	0.00	0	0.00	0	1.00	1
CONT2	Constable Service Fee Pct #2	6,480.00	60	0.00	0	0.00	0	6,480.00	60
CRFEEOVER	Criminal Overpayment Fee	85.00	1	0.00	0	0.00	0	85.00	1
DDF	Deferred Disposition Fee	251.00	9	0.00	0	0.00	0	251.00	9
IDF	Indigent Defense Fee (LGC 133.107)	2.00	1	0.00	0	0.00	0	2.00	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	4.00	1	0.00	0	0.00	0	4.00	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	4.00	1	0.00	0	0.00	0	4.00	1
JTP	Juvenile Truancy Program (CCP 102.0174)	5.00	1	0.00	0	0.00	0	5.00	1

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 09/01/2023 - 09/30/2023 Case Categories: Criminal; Civil
 Locations: JP2

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
JUSFC	Judicial Support Fund - County (LGC 133.105)	0.60	1	0.00	0	0.00	0	0.60	1
JUSFS	Judicial Support Fund - State (LGC 133.105)	5.40	1	0.00	0	0.00	0	5.40	1
LT10	Overpayments < \$10	1.00	1	0.00	0	0.00	0	1.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	830.00	168	0.00	0	0.00	0	830.00	168
SB41JCSF	Justice Court Support Fund	4,150.00	168	0.00	0	0.00	0	4,150.00	168
SB41LAF	Language Access Fund - LGC 135.155	498.00	168	0.00	0	0.00	0	498.00	168
SB41SCF	State Consolidated Fee	210.00	11	0.00	0	0.00	0	210.00	11
SFMCWV	State Fine - Motor Carrier Weight Violation	375.00	1	0.00	0	0.00	0	375.00	1
WARC2	Warrant Fee - Constable Pct. 2	50.00	1	0.00	0	0.00	0	50.00	1
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	50.00	10	0.00	0	0.00	0	50.00	10
WSF2	Constable #2 - Writ Service Fee	2,800.00	14	0.00	0	0.00	0	2,800.00	14
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		39,310.50	1,179	0.00	0	(181.00)	5	39,129.50	1,184

Commissioners Court - Regular Session

9.

Meeting Date: 10/10/2023

Authorize Issuing Advertisement for RFP #23RFP112 for Armored Courier Services for the Williamson County Treasurer

Submitted For: Joy Simonton

Submitted By: Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Armored Courier Services, under RFP #23RFP112.

Background

Williamson County is soliciting proposals for Armored Courier Service to begin January 12, 2024, for the transport of cash, checks and general mail, for delivery from the County Treasurer's Office and Tax Assessor-Collector's Office to a designated bank or the bank's "Vault". The expenditure will be charged to 01.0100.0497.004300 as per FY24 budget. Department contact is Scott Heselmeyer.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/04/2023 09:53 AM
County Judge Exec Asst.	Becky Pruitt	10/04/2023 12:52 PM
Purchasing (Originator)	Joy Simonton	10/04/2023 04:16 PM
County Judge Exec Asst.	Becky Pruitt	10/04/2023 04:22 PM
Form Started By: Misty Brooks		Started On: 09/28/2023 11:46 AM
Final Approval Date: 10/04/2023		

Commissioners Court - Regular Session

10.

Meeting Date: 10/10/2023

Approval of Renewal Option #1 for 202354 Temporary Labor Services with HireQuest, Inc. for Parks Department

Submitted For: Joy Simonton

Submitted By: Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the extension of contract #202354 Temporary Labor Services with HireQuest, Inc., renewal option period one (1), for the same terms and conditions as the existing contract, but with a price increase from \$19.95 to \$20.95 per hour, a 5% increase, for the 12-month term of October 1, 2023 – September 30, 2024, and authorizing execution of the renewal agreement.

Background

This is the first (1) renewal period for this contract. The Parks Department has confirmed that the vendor met all of the County requirements on this contract and requests renewal. The service agreement addresses the temporary staffing needs for the Expo Center facility with additional staffing before, during and after special events on an as-needed basis. Funding source is 01.0100.3106.004100. Point of contract is Jason Brown.

Fiscal Impact

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

Attachments

Renewal #1 Form and Price Documentation

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kim Chappius
Final Approval Date: 10/04/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

10/04/2023 09:46 AM
10/04/2023 02:25 PM
Started On: 10/03/2023 08:36 AM



Purchasing Department

Summary Agreement for Renewal of Williamson County Contract PRICE INCREASE

Contract Number:	202354	Department:	PARKS DEPARTMENT
Vendor Name:	HIREQUEST LLC		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1- TEMPORARY LABOR SERVICES			
Type of Contract:	OFF-CONTRACT	Start Date:	10/01/2023
Purchasing Contact:	KIM CHAPPIUS	End Date:	9/30/2024
Department Contact:	JASON BROWN		

- Williamson County wishes to extend this bid/proposal with a price increase (as detailed in the attached spreadsheet) and same terms and conditions as the existing contract with HireQuest LLC.
- PLEASE INCLUDE THE FOLLOWING:
 - COMPLETED 1295 FORM; AND
 - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of three (3) one (1) year renewal option periods:**

Renewal Option Period 2

Renewal Option Period 1

October 1, 2023 – September 30, 2024

Initial Contract Period

December 6, 2022 – September 30, 2023

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor HireQuest Direct

Williamson County, 710 Main St., Georgetown, TX 78626

Name Jennifer Reed

Bill Gravell, Jr

Title Franchise Owner

Williamson County Judge

Signature [Handwritten Signature]

Signature _____

Date 10/11/23

Date _____



RATE AGREEMENT

Branch: Texas Salesperson: Jen Date:

Customer Name: Customer ID:

Jobsite Name: Jobsite Number:

Jobsite Address:

Certified Payroll:

Site Contact: Site Contact Cell:

Jobsite Requires PO Numbers: Send Invoice to: Office Address Requested: Bill to Site:

SKILL RATES

Table with 2 columns: SKILL and Bill Rate. Row 1: General labor, \$20.95. Rows 2-4: Blank.

Transportation / Mileage

Background Checks

Drug Screen

Other (Please Specify)

Overtime will be billed at one and one-half times the regular bill rate for the time worked over forty hours in a pay period or over eight hours per day as mandated by state labor law. We have a four-hour per worker minimum sales requirement for all job orders.

Rates are subject to change at any time upon 30 days written notice.

Temp-to-perm hire is acceptable at no cost after 480 working hours. If the Assigned Employee works less than the requisite hours, a temp-to-hire fee will apply.

The undersigned hereby certifies that the information in this Rate Agreement is correct. The undersigned understands that HIREQUEST or HIREQUEST DIRECT may utilize other sources of information, which it considers necessary in making its determination on rates and payment terms. The undersigned confirms the information and Bill Rates above as agreed upon in relation to services from the above-listed HIREQUEST or HIREQUEST DIRECT location.

PLEASE SIGN BELOW RETURN ORIGINAL-COMPLETED FORM TO YOUR OFFICE

Client Authorized Signature

Client Email

Client Printed Name

Date

Client Title

Jen Reed

HireQuest Representative

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES AGREEMENT
(Temporary Labor for Expo Center)

(HireQuest LLC)

THIS SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into by and between **Williamson County, Texas** (hereinafter “The County” or “Client”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **HireQuest LLC, 111 Springhall Drive, Goose Creek, SC 294457**, (hereinafter “Service Provider” or “HireQuest”). The County agrees to engage Service Provider as an independent Contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. As described in Rate and Staffing Agreement for Temporary Labor Services dated September 21, 2022, which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in above-referenced agreements, such additional services shall be described in a separate written amendment to this Agreement 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 Agreement has been signed by both parties.

II.

Effective Date and Term: This Agreement shall be in full force and effect when signed by all parties and shall continue through September 30, 2023. This Agreement may be renewed for additional twelve (12) month terms upon approval of a written renewal

addendum for subsequent fiscal years, and may also be terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fee schedule set forth in attached **Rate and Staffing Agreement for Temporary Labor Services dated September 21, 2022 and incorporated herein as if copied in full.** Additionally, 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 Agreement; (2) the date the performance of the service under the Agreement 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 Agreement 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:	

COVERAGES	PER PERSON	PER OCCURRENCE
-----------	------------	----------------

Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$ 500,000	\$ 500,000
Aggregate policy limits:		\$1,000,000

Service Provider, as an independent Contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by The County.

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

V.

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

- A. HireQuest Rate and Staffing Agreement for Temporary Labor Services dated September 21, 2022; and**
- B. Any required insurance certificates evidencing required coverages.**

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

VI.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent Contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Agreement.

VII.

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

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

VIII.

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

IX.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

X.

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

XI.

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

XII.

Severability: In case any one or more of the provisions contained in this Agreement 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 Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Agreement.

XVII.

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

XVIII.

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

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

WILLIAMSON COUNTY:


Cynthia Long
Cynthia Long (Dec 6, 2022 16:29 CST)

County Judge
Cynthia Long

Printed Name

Date: Dec 6, 2022, 2022

SERVICE PROVIDER:



Authorized Signature
Jennifer Reed

Printed Name

Date: 11-1, 2022

(HireQuest LLC Rate and Staffing Agreement dated September 21, 2022, which is incorporated herein as if copied in full.)



RATE AGREEMENT

Branch: _____ Salesperson: Jen Date: 9/21/22

Customer Name: _____ Customer ID: _____

Jobsite Name: _____ Jobsite Number: _____

Jobsite Address: _____

Certified Payroll: _____

Site Contact: _____ Site Contact Cell: _____

Jobsite Requires PO Numbers: _____ Send Invoice to: Office Address Requested: _____ Bill to Site: _____

SKILL RATES

SKILL: <u>General labor</u>	<u>Bill Rate</u> : <u>\$19.95</u>
SKILL: _____	<u>Bill Rate</u> : _____
SKILL: _____	<u>Bill Rate</u> : _____
SKILL: _____	<u>Bill Rate</u> : _____

Transportation / Mileage _____

Background Checks _____

Drug Screen _____

Other (Please Specify) _____

Overtime will be billed at one and one-half times the regular bill rate for the time worked over forty hours in a pay period or over eight hours per day as mandated by state labor law. We have a four-hour per worker minimum sales requirement for all job orders.

Rates are subject to change at any time upon 30 days written notice.

Temp-to-perm hire is acceptable at no cost after 480 working hours. If the Assigned Employee works less than the requisite hours, a temp-to-hire fee will apply.

The undersigned hereby certifies that the information in this Rate Agreement is correct. The undersigned understands that HIREQUEST or HIREQUEST DIRECT may utilize other sources of information, which it considers necessary in making its determination on rates and payment terms. The undersigned confirms the information and Bill Rates above as agreed upon in relation to services from the above-listed HIREQUEST or HIREQUEST DIRECT location.

PLEASE SIGN BELOW
RETURN ORIGINAL-COMPLETED FORM TO YOUR OFFICE

Client Authorized Signature _____

Client Email _____

Client Printed Name _____

Date _____

Client Title _____

Jen Reed

HireQuest Representative

Commissioners Court - Regular Session

11.

Meeting Date: 10/10/2023

FY23 Edward Byrne Memorial Justice Assistance Grant Program

Submitted For: Mike Gleason

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the Williamson County Sheriff's Office to accept funding through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2023, Local Solicitation.

Background

On August 15, 2023, agenda item #39, the Commissioners Court approved the Sheriff's Office to apply for a grant through the Edward Byrne Memorial JAG Program. Our grant application has been accepted for award and, if we receive approval to accept the grant, the Community Affairs Unit will receive \$14,058 to purchase supplies and equipment for the Drug Abuse Resistance Education (DARE), Citizens Academy, Public Safety Cadets, and Junior Deputy Academy programs. The grant requires a Certifications and Assurances by the Chief Executive by the Applicant Government. No resolution or match are required.

Staff recommends the following action: Approve the Sheriff's Office to accept the Edward Byrne Memorial Justice Assistance Grant Program, FY2023 Local Solicitation and authorize appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

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

Attachments

Cert and Assurance

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

10/05/2023 10:57 AM

Started On: 10/04/2023 08:37 AM

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Memorial Justice Assistance Grant Program FY 2023 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2023 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Bill Gravell, Jr.
Printed Name of Chief Executive

Williamson County
Name of Applicant Unit of Local Government

Date of Certification

Williamson County Judge
Title of Chief Executive

Commissioners Court - Regular Session

12.

Meeting Date: 10/10/2023

Bickerstaff Engagement

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action approving the engagement of Bickerstaff Health Delgado Acosta LLP by the Williamson County Auditor, Julie Kiley, in her official capacity to represent the interest of the Williamson County Auditor in regard to a dispute with the Williamson County District Attorney regarding the Williamson County Auditor's authority to audit certain funds relating to the Williamson County District Attorney's Office; and discuss, consider and take action on authorizing the funding necessary for such services in said matter.

Background

Fiscal Impact

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

Attachments

Bickerstaff Heath Delgado Acosta LLP Agreement Interest of Williamson County Auditor

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

10/05/2023 10:45 AM

Started On: 10/04/2023 04:50 PM

Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Julie Kiley, County Auditor for Williamson County.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, C. Robert Heath, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. If any invoice is not paid within 30 days after its stated date, interest at the rate of 1 ½ percent per month (18 percent per annum) will accrue on the balance due. However, if at any time 18 percent per annum exceeds the highest interest rate permitted by applicable law, then the interest rate that will be applied to any overdue amounts will be reduced to the maximum rate permitted under applicable law. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to Williamson County, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

WILLIAMSON COUNTY

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By: _____

Bill Gravell
[Printed name]

Title: County Judge

Date: _____

By: Julie M. Kiley

Julie Kiley
[Printed name]

Title: County Auditor

Date: Oct. 4, 2023

cc: Billing Department

By: 
C. Robert Heath

Exhibit A — Scope of Services
Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Representation of Williamson County Auditor, Julie Kiley, in her official capacity in regard to a dispute with the district attorney regarding her authority to audit certain funds relating to that office. Although the client is Ms. Kiley, payment for the representation will be provided by Williamson County and the representation will be conducted in a manner consistent with Rule 1.06 (comment 12) and Rule 1.08(e) of the Texas Disciplinary Rules of Professional Conduct.
- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment.

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B – Billing Rates
Bickerstaff Heath Delgado Acosta LLP

TIMEKEEPER	2023 Billing Rate
Albright, Stefanie	\$330
Arnold, Philip	\$330
Caputo, Cobby	\$415
Caroom, Doug	\$425
Dugat, Bill	\$385
Falk, Syd	\$440
Gonzalez, Vanessa	\$370
Heath, Bob	\$480
Katz, Joshua	\$355
Kimbrough, Chuck	\$325
Maxwell, Susan	\$370
Miller, Gregory	\$305
Rogers, Emily	\$370
Russell, Claudia	\$370
Seaquist, Gunnar	\$355
Than, Catherine	\$370
Weller, Steven	\$370
Kelley, Kimberly	\$250
Labashosky, Sara	\$290
Robinson, Lori	\$300
Delgado, Hector	\$425
Mendez, David	\$425
Mendez, Manuel	\$425
Pagan, Kevin	\$415
Legal Assistants/Specialists	\$190
McCall, Sherry	\$240

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

Exhibit D—Verification Required by Texas Government Code Chapter 2271
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.



SIGNED BY: _____
C. Robert Heath
September 28, 2023

This Verification is incorporated and made a part of the Engagement Agreement between the Bickerstaff Heath Delgado Acosta LLP and Williamson County.

Commissioners Court - Regular Session

13.

Meeting Date: 10/10/2023

Justice Complex Improvements (P476) – Johnston PSA2-A1-SA1-A1

Submitted For: Dale Butler

Submitted By: Wendy Danzo, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a report from Johnston, LLC for the Justice Complex Improvement project (P476), Amendment 1 for Supplemental Agreement 1 for Design and Engineering Services for a time extension September 16, 2024. Funding Source is P476.

Background

This amendment adds time to complete design through construction administration and close out for a new date of September 16, 2024. There are no additional funds requested. Department point of contact is Thomas Crockett, Facilities Management Project Manager. Funding for this project is P476.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

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

Attachments

PSA2-A1-SA1-A1

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzo

Final Approval Date: 10/05/2023

Reviewed By

Hal Hawes

Becky Pruitt

Date

10/05/2023 01:35 PM

10/05/2023 03:49 PM

Started On: 10/05/2023 08:41 AM



**AMENDMENT NO. 1 TO SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES**

PROJECT: Justice Complex Improvements (“Project”)

**ARCHITECT/
ENGINEER:** Johnston, LLC (“A/E”)
Rich Elwood, Director of Management
2303 Augusta Dr; Suite 1500
Houston, TX 77057

**COUNTY’S DESIGNATED
REPRESENTATIVE:** Williamson County Facilities Department
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

This Amendment No. 1 to Supplemental Agreement No. 1 to an Agreement for Design and Engineering Services, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County, Texas** a political subdivision of the State of Texas (“County”) and A/E.

RECITALS

WHEREAS, County and A/E previously executed Agreement for Design and Engineering Services being dated effective January 28th, 2022 (“Agreement”);

WHEREAS, County and A/E thereafter executed an Amendment No. 1 to the Agreement dated effective January 26, 2023;

WHEREAS, County and A/E thereafter also executed Supplemental Agreement No. 1 to the Agreement dated effective January 26, 2023 to provide for Additional Services (“Supplemental Agreement No. 1”);

WHEREAS, it has become necessary to supplement, modify and amend the Supplemental Agreement No. 1 in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that Supplemental Agreement No. 1 is modified and amended as follows:

**ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES**

The Attachment C – Production Schedule of Supplemental Agreement No. 1 shall be supplanted and replaced by **Attachment C – Production Schedule**, which is attached hereto and incorporated herein for all purposes.

**ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF AMENDMENT**

All other terms of Supplemental Agreement No. 1 and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County has caused this Amendment to Supplemental Agreement No. 1 to be signed in its name by its duly authorized County Judge or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:

Johnston, LLC

By: _____
Signature

Printed Name

Title

Date Signed: _____

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Supplemental Agreement within **Five Hundred Ninety-Nine (599) calendar days** from the date of this Supplemental Agreement.

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

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (21) calendar days.

Supplemental Agreement Execution Date

01/26/23

<u>Phase I - SCHEMATIC DESIGN</u>	
Preliminary Scope and Budget analysis deliverables	01/31/22
30% Plans, Specifications and Estimate deliverables	03/04/22
County written authorization to proceed to next phase	03/18/22
<u>Phase II - DESIGN DEVELOPMENT</u>	
60% Plans, Specifications and Estimate deliverables	01/20/23
County written authorization to proceed to next phase	01/30/23
<u>Phase III - CONSTRUCTION DOCUMENTS</u>	
Complete Plans, Specifications and Estimate deliverables	02/20/23
County written authorization to proceed to next phase	03/02/23
<u>Phase IV - REGULATORY REVIEW AND PERMITS</u>	
Sealed Plans and Specifications and Estimate deliverables to County	03/02/23
Plans submittal to TDLR and Permit application submittal to City	03/02/23
<u>Phase V - BIDDING, AWARD, AND EXECUTION</u>	
Permitted Plans and Specifications and Estimate deliverables to County	03/02/23

County advertises project for Bid	07/10/23
Contract Award	09/26/23

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	10/03/23
Construction Substantial Completion	06/28/24

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	07/29/24
-------------------------------	----------

All services shall be complete on, or before: **09/16/24**

Commissioners Court - Regular Session

14.

Meeting Date: 10/10/2023

Replat of Lots 2 & 3 of the 250 CR 202 subdivision – Pct 2

Submitted For: Robert Daigh

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Division: Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the replat of Lots 2 & 3 of the 250 CR 202 subdivision – Precinct 2.

Background

This subdivision consists of 2 lots and no new roads on 10.145 acres. The purpose of this replat is to reconfigure the property line between the 2 existing lots. No new lots are being created.

Timeline

- 2023-07-28 – initial submittal of the replat
- 2023-08-24 – 1st review complete with comments
- 2023-08-29 – 2nd submittal of replat
- 2023-09-11 – 2nd review complete with comments
- 2023-10-03 – 3rd submittal of replat with signatures
- 2023-10-04 – 3rd review complete with comments clear
- 2023-10-05 – replat placed on the October 10, 2023 Commissioners Court agenda for consideration

Fiscal Impact

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

Attachments

replat - Lots 2 & 3 250 CR 202

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

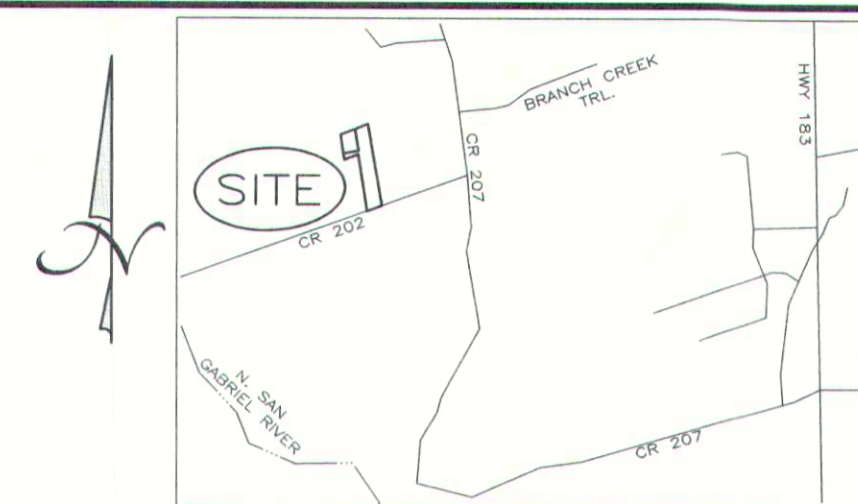
10/05/2023 11:22 AM

Started On: 10/05/2023 09:39 AM

LEGEND	
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD SET WITH CAP STAMPED "TLS"
B.L.	BUILDING SETBACK LINE
P.U.E.	PUBLIC UTILITY EASEMENT
---	PROPERTY LINE
---	NEIGHBOR PROPERTY LINE

RE-PLAT OF LOT 2 AND LOT 3, OF 250 CR 202 SUBDIVISION

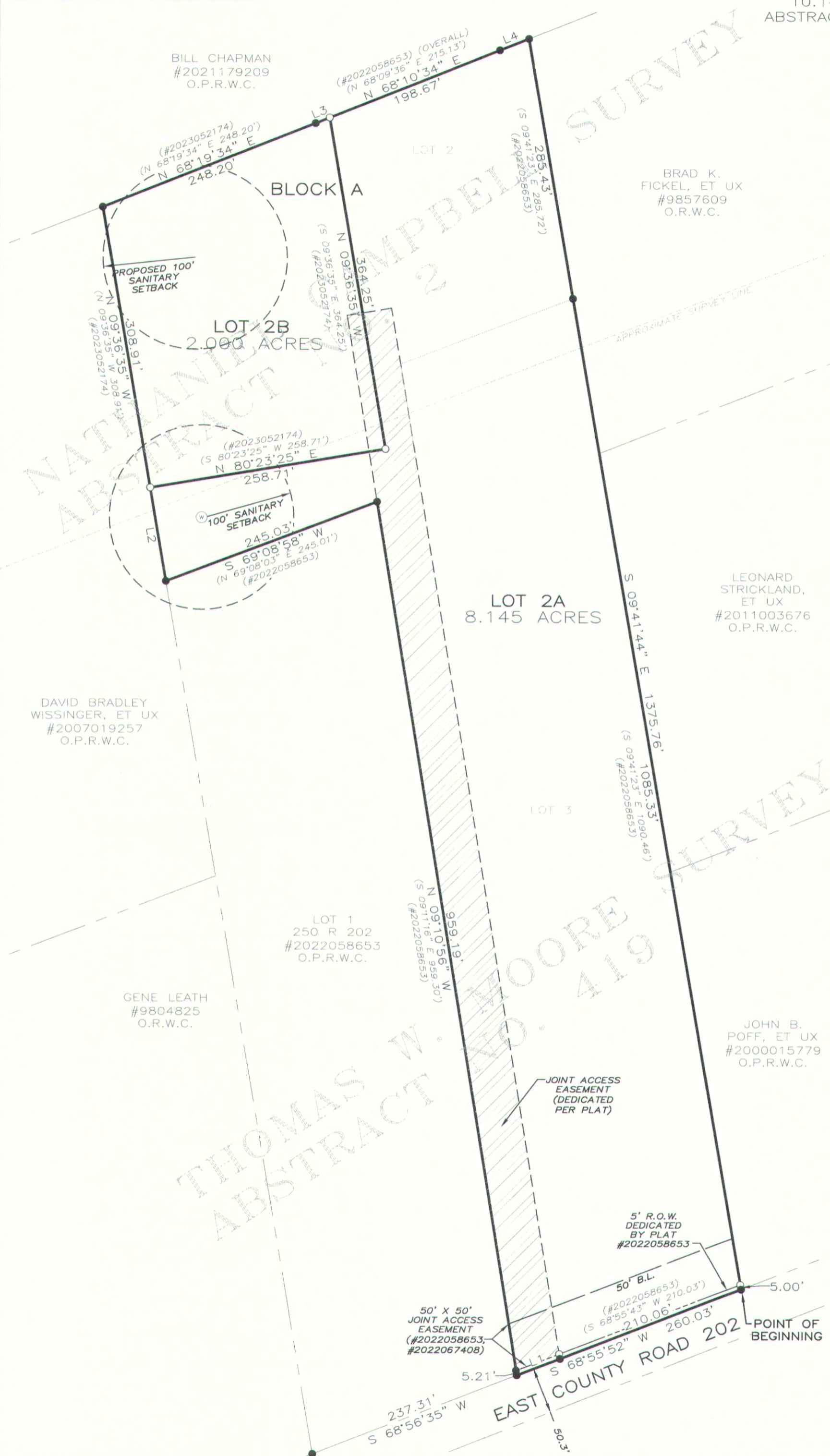
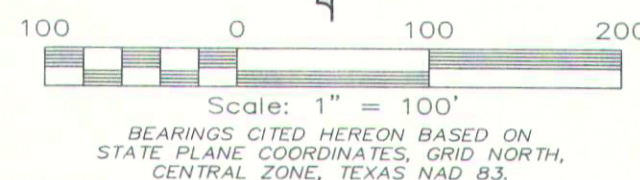
10.145 ACRES OUT OF THE NATHANIEL CAMPBELL SURVEY,
ABSTRACT No. 2, & THOMAS W. MOORE SURVEY, ABSTRACT No.
419, WILLIAMSON COUNTY, TEXAS.



LOCATION MAP

GENERAL PLAT NOTES

- Maintenance responsibility for drainage will not be accepted by the County other than that accepted in connection with draining or protecting the road system. Maintenance responsibility for storm water management controls will remain with the owner.
- Water service is provided by: Well, Wastewater service is provided by: Septic.
- Except as may be modified of hereon, this replat is subject to all applicable plat notes and restrictions as set forth in the original plat of 250 CR 202, as recorded in Document No. 2022058653, in the Official Public Records of Williamson County, Texas.
- All sidewalks within this subdivision are to be maintained by each of the adjacent property owners.
- 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.
- No lot in this subdivision is encroached by a Special Flood Hazard Area(s) inundated by the 100-year (1% chance) flood as identified by the U.S. Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel No. 48491C235F, effective date 12-20-2019, for Williamson County, Texas.
- No structure or land in this subdivision shall hereafter be located or altered without first obtaining a Certificate of Compliance or Floodplain Development Permit from the Williamson County Floodplain Administrator.
- No building or structures are permitted in drainage easements. No fences or landscaping are permitted in drainage easements except as approved by Williamson County.
- 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.
- It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.
- The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, will change over time and the current effective floodplain data takes precedence over floodplain data represented on this plat. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have been accepted for maintenance by the County.
- The minimum finished floor elevation shall be at least one foot above the adjacent finished grade and base flood elevation. 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 base flood elevation.
- Improvements within the county road right-of-way including, but not limited to, landscaping, irrigation lighting, custom signs, is prohibited without first obtaining an Executed License agreement with Williamson County.
- 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.
- Lot 1, 250 DR 202 subdivision, and Lots 2A and 2B, 250 CR 250 Resubdivision, shall only use a single shared driveway. No more than three residences total shall be served by the single shared driveway.



BEGINNING at a 1/2 inch iron rod found in the north line of County Road 202, marking the southwest corner of a tract conveyed to John B. Poff, et ux, and described in deed recorded in Document No. 2000015779, of said Official Public Records, also marking the southeast corner of a 5 foot right-of-way dedication, as dedicated in said 250 CR 202, for the southeast corner of said Lot 3 and this tract;

THENCE: S 68°55'52" W, with the north line of said County Road 202 and the south line of said right-of-way dedication and said Lot 3 at 210.06 feet passing a 1/2 inch iron rod found, marking the southwest corner of said Lot 3, also marking the southeast corner of said Lot 2, continuing with the north line of said County Road 202 and the south line of said right-of-way dedication and said Lot 2 in all **260.03 feet** to a 1/2 inch iron rod with pink cap stamped "TLS" set, marking the southeast corner of a tract conveyed to Gene Leath, and described in Document No. 9804825, Official Records, Williamson County, Texas, bears S 68°56'35" W, 237.31 feet;

THENCE: N 09°10'56" W, with the east line of said Lot 1 and the west line of said right-of-way dedication and said Lot 2 at 5.21 feet passing a 1/2 inch iron rod found, marking the northwest corner of said right-of-way dedication, continuing with the east line of said Lot 1 and the west line of said Lot 2 in all **959.19 feet** to a 1/2 inch iron rod found, marking the northeast corner of said Lot 1, for an angle point of said Lot 2 and this tract;

THENCE: S 69°08'58" W, 245.03 feet with the north line of said Lot 1 and the east-west running west line of said Lot 2 to a 1/2 inch iron rod found in the east line of a tract conveyed to David Bradley Wissinger, et ux, and described in deed recorded in Document No. 2007019257, of said Official Public Records, marking the northwest corner of said Lot 1, for an angle point of said Lot 2 and this tract;

THENCE: N 09°36'35" W, with the east line of said Wissinger tract and the west line of said Lot 2 at 102.74 feet pass a 1/2 inch iron rod with pink cap stamped "TLS" set, marking the southwest corner of said Prater tract, continuing with the east line of said Wissinger tract and the west line of said Prater tract in all **411.65 feet** to a 1/2 inch iron rod found in the south line of a tract conveyed to Bill Chapman, and described in deed recorded in Document No. 2021179209, of said Official Public Records, marking the northeast corner of said Wissinger tract, also marking the northwest corner of said Prater tract, for the northwest corner of said Lot 2 and this tract;

THENCE: N 68°19'34" E, 248.20 feet with the south line of said Chapman tract and the north line of said Lot 2 and said Prater tract to a 1/2 inch iron rod found, marking an angle point of said Chapman tract, for an angle point of said Lot 2, said Prater tract and this tract;

THENCE: N 68°10'34" E, 16.36 feet with the south line of said Chapman tract and the north line of said Lot 2 and said Prater tract to a 1/2 inch iron rod with pink cap stamped "TLS" set, for the northeast corner of said Prater tract, for an angle point of this tract;

THENCE: N 68°10'34" E, 198.67 feet with the south line of said Chapman tract and the north line of said Lot 2 to a 1/2 inch iron rod found, marking an angle point of said Chapman tract, for an angle point of said Lot 2 and this tract;

THENCE: N 68°26'13" E, 33.81 feet with the south line of said Chapman tract and the north line of said Lot 2 to a 1/2 inch iron rod found, marking the northwest corner of a tract conveyed to Brad K. Fickel, et ux, and described in Document No. 9857609, of said Official Records, for the northeast corner of said Lot 2 and this tract;

THENCE: S 09°41'44" E, with the west line of said Fickel tract and the east line of said Lot 2 at 285.43 feet passing a 1/2 inch iron rod found, marking an angle point of said Lot 2, also marking the northeast corner of said Lot 3, continuing in part with the west line of said Fickel tract, the west line of a tract conveyed to Leonard Strickland, et ux, and described in deed recorded in Document No. 2011003676, of said Official Public Records, and the west line of said Poff tract and with the east line of said Lot 3 at 1370.76 feet passing a 1/2 inch iron rod with pink cap stamped "TLS" set, marking the northeast corner of said right-of-way dedication, continuing with the west line of said Poff tract and the east line of said Lot 3 in all **1375.76 feet** to the POINT OF BEGINNING, containing 8.145 acres of land, more or less.

RE-PLAT OF LOT 2 AND LOT 3, OF 250 CR 202 SUBDIVISION

TOTAL ACREAGE:	10.145 ACRES
NO. OF BLOCKS:	1
NO. OF LOTS:	2
NEW STREETS:	NONE
SUBMISSION DATE:	07/28/2023
2ND SUBMITTAL:	08/29/2023
3RD SUBMITTAL:	

THIS PLAT IS SUBJECT TO THE FOLLOWING:
DEED RESTRICTIONS IN: DOC. #9659037
EASEMENT AGREEMENT IN: DOC. #2022067408
EASEMENT AGREEMENT IN: DOC. #2023052174

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 68°56'35" W	49.97'
L2	N 09°36'35" W	102.74'
L3	N 68°10'34" E	16.36'
L4	N 68°26'13" E	33.81'

RECORD LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 68°55'43" W	50.00' --#2022058653
L2	N 09°38'55" W	411.79' --#2022058653 (OVERALL)
L3	N 68°10'34" E	16.36' --#2023052174
L4	N 68°03'34" E	33.83' --#2022058653

SHEET 1: PLAT
SHEET 2: SIGNATURE PAGE

Texas Land Surveying, Inc.

3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.texas-ls.com

TBPLS FIRM NO.10056200
IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSURES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

SHEET

1 OF 2

DATE OF PLAT PREPARATION: JULY 2023

RE-PLAT OF
**LOT 2 AND LOT 3, OF 250 CR 202
 SUBDIVISION**

10.145 ACRES OUT OF THE NATHANIEL CAMPBEL SURVEY,
 ABSTRACT No. 2, & THOMAS W. MOORE SURVEY, ABSTRACT No.
 419, WILLIAMSON COUNTY, TEXAS.

OWNER'S SIGNATURE

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

That RACHELLE DENISE BUENTEO, is the co-owner of the certain 10.145 acres of land shown hereon and described in deeds recorded in Document No. 2022071506, 2023046146 & 2023052174 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tracts of land, and do hereby re-subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as RE-PLAT OF LOT 2 AND LOT 3, OF 250 CR 202 SUBDIVISION

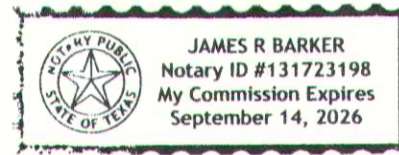
TO CERTIFY WHICH, WITNESS by my hand this 3 day of October, 2023

Rachelle Buenteo
 RACHELLE DENISE BUENTEO
 230 County Road 202
 Liberty Hill, Tx 78642

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

Before me, the undersigned, a notary public in and for said County and State, on this day personally appeared Rachelle Denise Buenteo, known to me to be the person whose name is subscribed to the foregoing instrument.
 GIVEN UNDER MY HAND AND SEAL of office this 3RD day of OCTOBER, 2023

James R
 Notary Public in and for the State of Texas
 My Commission expires on: 9/14/26



OWNER'S SIGNATURE

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

That RAYMOND IGNACIO BUENTEO, is the co-owner of the certain 10.145 acres of land shown hereon and described in deeds recorded in Document No. 2022071506, 2023046146 & 2023052174 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tracts of land, and do hereby re-subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as RE-PLAT OF LOT 2 AND LOT 3, OF 250 CR 202 SUBDIVISION

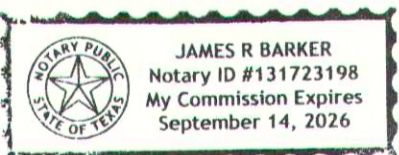
TO CERTIFY WHICH, WITNESS by my hand this 3 day of October, 2023

Raymond Buenteo
 RAYMOND IGNACIO BUENTEO
 230 County Road 202
 Liberty Hill, TX 78642

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

Before me, the undersigned, a notary public in and for said County and State, on this day personally appeared Raymond Ignacio Buenteo, known to me to be the person whose name is subscribed to the foregoing instrument.
 GIVEN UNDER MY HAND AND SEAL of office this 3RD day of OCTOBER, 2023

James R
 Notary Public in and for the State of Texas
 My Commission expires on: 9/14/26



OWNER'S SIGNATURE

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

That KAYLEE PRATER, is the co-owner of the certain 10.145 acres of land shown hereon and described in deeds recorded in Document No. 2022071506, 2023046146 & 2023052174 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tracts of land, and do hereby re-subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as RE-PLAT OF LOT 2 AND LOT 3, OF 250 CR 202 SUBDIVISION

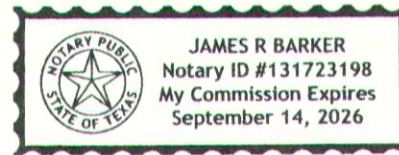
TO CERTIFY WHICH, WITNESS by my hand this 3 day of October, 2023

Kaylee Prater
 KAYLEE PRATER
 241 TRELIS BLVD.
 LEANDER, TX 78641

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

Before me, the undersigned, a notary public in and for said County and State, on this day personally appeared Kaylee Prater, known to me to be the person whose name is subscribed to the foregoing instrument.
 GIVEN UNDER MY HAND AND SEAL of office this 3RD day of OCTOBER, 2023

James R
 Notary Public in and for the State of Texas
 My Commission expires on: 9/14/26



OWNER'S SIGNATURE

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

That JEFFREY PRATER, is the co-owner of the certain 10.145 acres of land shown hereon and described in deeds recorded in Document No. 2022071506, 2023046146 & 2023052174 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tracts of land, and do hereby re-subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as the Williamson County may deem appropriate. This subdivision is to be known as RE-PLAT OF LOT 2 AND LOT 3, OF 250 CR 202 SUBDIVISION

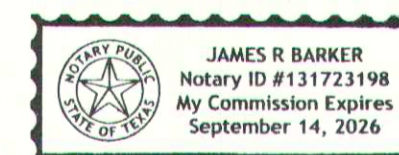
TO CERTIFY WHICH, WITNESS by my hand this 3 day of October, 2023

Jeffrey Prater
 JEFFREY PRATER
 241 TRELIS BLVD.
 LEANDER, TX 78641

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

Before me, the undersigned, a notary public in and for said County and State, on this day personally appeared Jeffrey Prater, known to me to be the person whose name is subscribed to the foregoing instrument.
 GIVEN UNDER MY HAND AND SEAL of office this 3RD day of OCTOBER, 2023

James R
 Notary Public in and for the State of Texas
 My Commission expires on: 9/14/26



SURVEYOR'S CERTIFICATION

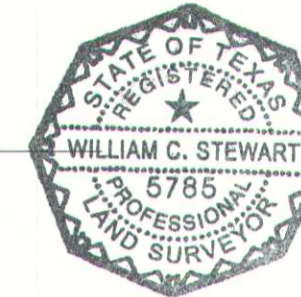
STATE OF TEXAS §
 COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS;

I, William C. Stewart, 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 Subdivision Regulations of Williamson County, Texas. This tract is not located within the Edwards Aquifer Recharge Zone.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas,

this 3rd day of October, 2023

WCS
 William C. Stewart
 Registered Professional Land Surveyor No. 5785
 State of Texas



ON-SITE SEWAGE FACILITY APPROVAL

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey 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. This 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.

Adam D. Boatright
 Adam Boatright, PE,
 Williamson County Engineer

10/05/2023
 Date

911 ADDRESSING APPROVAL

Road name and address assignments verified this the ____ day of _____, 20____ A.D.

Williamson County Addressing Coordinator

COUNTY JUDGE APPROVAL

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

I, Bill Gravell, Jr., County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioners Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Bill Gravell, Jr., County Judge
 Williamson County, Texas Date

COUNTY CLERK'S CERTIFICATION:

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 ____ day of _____, 20____ A.D., at ____ o'clock ____ M. in the Official Public Records of said County, in Instrument No. _____

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court of Williamson County, Texas

By: _____, Deputy

Texas Land Surveying, Inc.

3613 Williams Drive, Suite 903 - Georgetown, Texas 78628
 (512) 930-1600/(512) 930-9389 fax
 www.texas-ls.com
 TBPLS FIRM NO.10056200

IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

SHEET

2

OF

2

Commissioners Court - Regular Session

15.

Meeting Date: 10/10/2023

Recognition of First Place Graphics Show for 175th Laser Show

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on recognizing Laser Spectacles, Inc. for receiving the First Place award in the Graphics Show category from the International Laser Display Association for the Williamson County 175th Birthday Celebration Laser Show.

Background

The Williamson County 175th Birthday Committee, including the Williamson Museum, along with the county's Facilities Maintenance Dept. worked with Laser Spectacles, Inc. to create a first-time ever event to conclude the county's 175th birthday celebration on March 10, 2023. Based on the county's history, Tim Walsh with Laser Spectacles created a one-of-a-kind show. The laser effects beautifully captured the architectural elements of the historic Williamson County courthouse while also highlighting significant county events from the Chisholm Trail cattle drives to Dan Moody.

Fiscal Impact

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

Attachments

ILDA Awards Page First Place Graphics Show

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Connie Odom

Final Approval Date: 10/04/2023

Reviewed By

Becky Pruitt

Date

10/04/2023 04:36 PM

Started On: 10/04/2023 02:06 PM

First Place - Graphics Show

WilCo Courthouse 175th
Laser Spectacles, Inc.



Credits: Laser Programmer: Tim Walsh
Music: Tim Walsh, "Powerful Flight"

This piece is exclusively laser graphics projected upon the Williamson County Courthouse. Programming the show was a journey of discovery as I learned the inner lines of this Texas courthouse. My goal was to turn the courthouse into something unexpected and beautiful for the residents who see the structure every day in daily life. I used laser mapped graphics, abstracts, and flowing lasers to accomplish this goal.

Commissioners Court - Regular Session

16.

Meeting Date: 10/10/2023

Field of Honor

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear a presentation regarding Field of Honor, a Tribute to Service Above Self.

Background

Field of Honor, a Tribute to Service Above Self, will be hosted by the Rotary Club of Georgetown. It benefits our military and first responders, including K-9 and equestrian service heroes, and their families. This event will be held on the field behind Hamerlin Center for Leadership and Learning at 507 E. University Ave in Georgetown. November 4th - 12th.

This year, the 7th Annual Field of Honor® will once again offer the grand OPENING CEREMONIES: A CELEBRATION OF HEROES on November 5th, complete with displays of MILITARY VEHICLES, FIRE ENGINES, SWAT VEHICLE, K-9 DEMONSTRATIONS, MUSIC, DRAMATIC FLYOVERS BY THE DEVIL DOG AND THE FALCON FLIGHT FORMATION TEAM, and MUCH MORE!! The Quilt of Valor ceremonies, the “Dear Hero Station,” tributes, displays, student field trips, and other exciting events will take place throughout the week. Of course, the amazing VETERANS CEREMONY will take place on November 11 at 11:00. The Patriot of the Year Award will be presented. Visit the Events page often to see updated information on all events and displays between now and November. It is a Central Texas event licensed by the Colonial Flag Foundation www.GeorgetownTxFieldofHonor.org

Fiscal Impact

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

Attachments

Flyer

Form Review

Inbox

County Judge Exec Asst. (Originator)
Form Started By: Becky Pruitt
Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

10/05/2023 10:40 AM
Started On: 09/21/2023 10:01 AM

The event moved for 2023

to "Old Town" at the historical site of the former **Georgetown High School** during the renovation project at San Gabriel Park. **WE WILL RETURN IN 2024!**

Mark your calendars and make plans to attend the

7th Annual Field of Honor®



Nov. 4-12, 2023

NOVEMBER 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

4-12 Flag Sales & Reposts
5 Opening Ceremonies
11 Veteran's Day Ceremony
12 Final Flag Sales & Pick-up

- Visit and see the magnificence of 1,400 full size U.S. flags dancing in the early November breezes.
- All 1,400 flags are for sale as dedications to Veterans and First Responders.
- Flags can be shipped anywhere in the 48 states or picked up at the end of the event. Net proceeds are donated as grants to Veteran and First Responder non-profits. *Come feel the pride! Buy a flag for your heroes!*

Georgetown, TX
Rotary
 Foundation



FIELD OF HONOR®
 A TRIBUTE TO SERVICE ABOVE SELF!

PRESENTING SPONSOR
SportClips
 HAIRCUTS



2023 HOST

GEORGETOWN ISD

HAMMERLUN CENTER FOR LEADERSHIP AND LEARNING

SCAN FOR



GSR Order

BUY FLAGS

2023 ONLY Sports field behind GISD Hammerlun Center
507 E. University (Hwy 29) • Georgetown, TX

Please Support our Valued 2023 Sponsors:



Georgetown, TX
Rotary
Foundation



FIELD OF HONOR
A TRIBUTE TO SERVICE ABOVE SELF

Presenting Sponsor:

SportClips
HAIRCUTS

MAJOR SPONSORS

CHAMPION

D&L PRINTING optimum.

Georgetown Health Foundation

ROBERTS
DESIGN PRINTING & GRAPHICS

DON HEWLETT TEXAS TRUE

Michael Cox
Graphic Design Consultant

EVENT SPONSORS

ALMIGHTY Rentals Tent & Events

KTEC CLEANROOM SYSTEMS

TEXAS DISPOSAL SYSTEMS

SOUTHSTAR BANK

LEXUS OF AUSTIN

The Anna+Anton Olson Legacy Foundation

MAGNOLIA REALTY

GRAND ENDEAVOR HOMES

MARION LAMANTIA REALTOR, CLHMS, CRS

ATMOS energy.

EMBREE GROUP

Don Preble

PANINI GOLF CARTS

FIRST TEXAS BANK

FLOWER BOX

GABRIEL'S

Tim & Angie Harris

HONOR FLIGHT AUSTIN

THE PLUMING

PROGRAM INSURANCE GROUP

PRINCESS CRAFT RV

Ramsey
FURNITURE

SAN GABRIEL EYE CENTER

SHERATON
Hotel & Conference Center

VERABANK

Insert courtesy of:

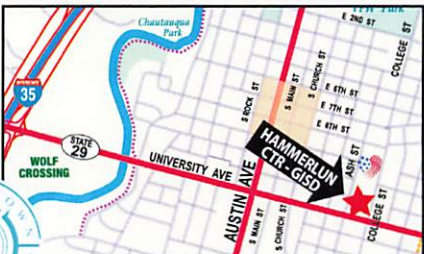
Stacy Group

DONORS
Rachel Logue, Realtor®
PAX-SUN Engineering
QUIK Websites • Hosting
Sun City Rotary Club
Texas Crushed Stone

FRIENDS
Amy Bawcom
John McCleskey

HOSTED BY

For 2023 only, we will be in Old Town at the field behind the historic Georgetown High School.



GISD Hammerlun Center

507 E. University (Hwy 29) • Georgetown, TX

7th Annual Field of Honor®



9 Days of Events
ATTEND YOUR FAVORITES!

FLAG SALES and REPOSTING OF FLAGS

November 4 through 10 from 9:00 a.m. to 6:00 p.m.

November 11 from 9:00 a.m. to 5:00 p.m.

November 12 from 9:00 a.m. to 3:00 p.m.

New flags are \$45 and reposts are \$20 as a donation to the Rotary Club of Georgetown Foundation. Net proceeds will be awarded to non-profit organizations that serve veterans and first responders and their families.

WEEK-LONG ACTIVITIES

- Human Trafficking Awareness Trailer Learn how to protect our youth.
- Rotary Club of Georgetown's PEACE GARDEN inspires peaceful interactions.
- The "Dear Hero" Station Write encouraging notes to military members and First Responders.
- The Painted U.S. Flag on the Field Great for selfie or group photos.
- 16-foot Tall Observation Deck provides the best view of the field.
- Toy Drive in support of Brown Santa Donate new unwrapped toys into Santa's sleigh!
- Quilt of Valor Ceremonies by Poppy's Quilt of Valor (Scan Event Info for dates and times) Scan the Info QR code to nominate a veteran (even yourself) for a Quilt of Valor.

SCAN FOR



EVENT INFO

Saturday, November 4

- 11:30 a.m. – 12:30 p.m. • Marine Corps Birthday Cake Cutting Ceremony
- 2:00 p.m. – 2:45 p.m. • Tolling of the Boats Ceremony by US Submarine Veterans

Sunday, November 5

- 1:30 p.m. • Don't miss the majestic Opening Ceremony: Two dynamic guest speakers, Rear Admiral Christina "Tina" Alvarado (ret.) Shanahan and Command Sergeant Major Michelle L. Thompson; an a cappella invocation hymn by Tonal Harmony; 36th Infantry Band, TX Nat'l. Guard; Military and First Responder Vehicle Static Displays; Flyovers by the Devil Dog and the Falcon Flight Formation Team; the inspiring Parade of Colors!
- Santa and Mrs. Claus will arrive in his Civil War era Santa suit and kick off the week-long Toy Drive for Brown Santa.
- 10:30 a.m., 12:00 p.m., and 3:30 p.m. • K9 Unit demonstrations by Williamson County Sheriff's Department
- 4:00 p.m. • Central Texas Philharmonic Patriotic Pops Concert • GHS Klett Performing Arts Center (Ticketed event)

Thursday, November 9

- 4:30 p.m. • Free screening of BRIDGE OF SPIES. Guest speaker, Gary Powers, Jr. will provide commentary after the movie on the account of his father's famous U-2 flight. US History buffs will enjoy his enlightening event.

Friday, November 10

- 10:00 a.m. – 11:00 a.m. • Village Elementary School Children's Choir perform heart warming patriotic songs.
- 2:00 p.m. – 3:00 p.m. • Guest Speaker, Historian, and Author, Francis Gary Powers Jr., son of the famed Frances Gary Powers Sr., presents 1-hour program entitled, "Spy Pilot: Francis Gary Powers, the U-2 Incident, and a Controversial Cold War Legacy." A book signing opportunity follows. All are welcome!

Saturday, November 11

- 11:00 a.m. – 12:15 p.m. • Veterans Day Ceremony: Keynote Speaker Lt. General Jim Huggins (ret.); A flyover by Falcon Flight; Community Band of Central Texas; an a cappella invocation hymn by Tonal Harmony; the Sun City Sassy Ladies; the Armistice bells tolling at 11:11 a.m.; culminating with our Rotary Clubs Patriot of the Year Award!
- 12:30 p.m. – 1:30 p.m. • Gary Powers, Jr. – Book signing.

- Santa and Mrs. Claus return to take his sleigh full off toys to Brown Santa!
- Noon to 5:00 p.m. • Flag pick-up begins

Sunday, November 12

- 9 a.m. to 3 p.m. • Flag pick-up Final day and times



Georgetown, TX

Rotary
Foundation

FIELD OF HONOR
A TRIBUTE TO SERVICE ABOVE SELF

Commissioners Court - Regular Session

17.

Meeting Date: 10/10/2023

2023 Williamson County Fair Updates

Submitted For: Russ Boles

Submitted By: Amalia Puentes-Zuazua,
Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an update for the 2023 Williamson County Fair and Rodeo.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Amalia Puentes-Zuazua

Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

10/05/2023 03:52 PM

Started On: 10/05/2023 03:06 PM

Commissioners Court - Regular Session

18.

Meeting Date: 10/10/2023

Local Provider Participation Fund (LPPF) Fiscal Year 2024

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on setting a Public Hearing regarding the setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2024 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health and Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

Background

Requesting a public hearing be set for October 24, 2023 at 9:30 a.m.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

10/05/2023 10:57 AM

Started On: 10/04/2023 01:19 PM

Commissioners Court - Regular Session

19.

Meeting Date: 10/10/2023

Van Zandt Education Facilities Finance Corporation (Hill Country Christian School of Austin, Texas)

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding a resolution relating to a public hearing and approving financing by Van Zandt County Cultural Education Facilities Finance Corporation for the benefit of Hill Country Christian School of Austin, Texas and related matters in compliance with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).

Background

Attached is a letter providing details regarding this bond issuance. Section 147(f) of the Internal Revenue Code provides the Bonds must be approved by: (1) the governmental unity which issued such bond, or on behalf of which such bond was issued; and (2) generally, each governmental unity having jurisdiction over the area in which the facility financed by the proceeds of such bond is located. Item (2) is where Williamson County is involved because Hill Country Christian School of Austin, Texas is building in Williamson County. Further, the approval must include a public hearing following reasonable public notice of the bond issuance. This requirement is commonly known as the "TEFRA requirement" because it was originally added to the Code by the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA). Documentation supporting the notice and public hearing is attached. The bonds are not a liability of Williamson County.

Fiscal Impact

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

Attachments

Resolution Van Zandt Education Facilities Finance Corp Hill Country Christian School

Memo Van Zandt Education Facilities Finance Corp-Hill Country Christian School

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

10/05/2023 11:16 AM

Started On: 10/04/2023 05:00 PM

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

We, the undersigned officers of the Williamson County, Texas (the "*County*"), hereby certify as follows:

1. THE COMMISSIONERS COURT OF THE COUNTY CONVENED IN A REGULAR MEETING ON OCTOBER 10, 2023 (THE "*MEETING*"), AT THE DESIGNATED MEETING PLACE, AND THE ROLL WAS CALLED OF THE DULY CONSTITUTED OFFICERS AND MEMBERS OF SAID COMMISSIONERS COURT, TO WIT:

Bill Gravell	County Judge
Terry Cook	Commissioner, Precinct 1
Cynthia Long	Commissioner, Precinct 2
Valerie Covey	Commissioner, Precinct 3
Russ Boles	Commissioner, Precinct 4

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING TAX-EXEMPT FINANCING BY A CULTURAL EDUCATION FACILITIES FINANCE CORPORATION FOR THE BENEFIT OF HILL COUNTRY CHRISTIAN SCHOOL OF AUSTIN AND RELATED MATTERS

(the "*Resolution*") was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of the Commissioners Court shown present above voted "Aye," except as provided below:

NAYS: ___

ABSTENTIONS: ___

2. THAT A TRUE, FULL AND CORRECT COPY OF THE AFORESAID RESOLUTION ADOPTED AT THE MEETING DESCRIBED IN THE ABOVE AND FOREGOING PARAGRAPH IS ATTACHED TO AND FOLLOWS THIS

CERTIFICATE; THAT SAID RESOLUTION HAS BEEN DULY RECORDED IN SAID COMMISSIONERS COURT'S MINUTES OF SAID MEETING; THAT THE ABOVE AND FOREGOING PARAGRAPH IS A TRUE, FULL AND CORRECT EXCERPT FROM SAID COMMISSIONERS COURT 'S MINUTES OF SAID MEETING PERTAINING TO THE ADOPTION OF SAID RESOLUTION; THAT THE PERSONS NAMED IN THE ABOVE AND FOREGOING PARAGRAPH ARE THE DULY CHOSEN, QUALIFIED AND ACTING OFFICERS AND MEMBERS OF SAID COMMISSIONERS COURT AS INDICATED THEREIN; THAT EACH OF THE OFFICERS AND MEMBERS OF SAID COMMISSIONERS COURT WAS DULY AND SUFFICIENTLY NOTIFIED OFFICIALLY AND PERSONALLY, IN ADVANCE, OF THE TIME, PLACE AND PURPOSE OF THE AFORESAID MEETING, AND THAT SAID RESOLUTION WOULD BE INTRODUCED AND CONSIDERED FOR ADOPTION AT SAID MEETING, AND EACH OF SAID OFFICERS AND MEMBERS CONSENTED, IN ADVANCE, TO THE HOLDING OF SAID MEETING FOR SUCH PURPOSE, AND THAT SAID MEETING WAS OPEN TO THE PUBLIC AND PUBLIC NOTICE OF THE TIME, PLACE AND PURPOSE OF SAID MEETING WAS GIVEN, ALL AS REQUIRED BY CHAPTER 551, TEXAS GOVERNMENT CODE.

3. THAT THE COUNTY JUDGE OF THE COUNTY HAS APPROVED AND HEREBY APPROVES THE AFORESAID RESOLUTION; THAT THE COUNTY JUDGE AND THE COUNTY CLERK OF THE COUNTY HAVE DULY SIGNED SAID RESOLUTION; AND THAT THE COUNTY JUDGE AND THE COUNTY CLERK HEREBY DECLARE THAT THEIR SIGNING OF THIS CERTIFICATE SHALL CONSTITUTE THE SIGNING OF THE ATTACHED AND FOLLOWING COPY OF SAID RESOLUTION FOR ALL PURPOSES.

SIGNED AND SEALED October 10, 2023.

County Clerk

County Judge

(SEAL)

**RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING TAX-
EXEMPT FINANCING BY A CULTURAL EDUCATION FACILITIES FINANCE
CORPORATION FOR THE BENEFIT OF HILL COUNTRY CHRISTIAN SCHOOL OF
AUSTIN AND RELATED MATTERS**

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

WHEREAS, Williamson County, Texas (the "*County*") has been informed that the Van Zandt County Cultural Education Facilities Finance Corporation or any other such corporation (the "*Corporation*") created pursuant to Chapter 337, Texas Local Government Code ("*State Law*") will issue bonds, loans and/or other obligations (the "*Obligations*") in the maximum aggregate principal amount of \$5,440,000.00, whereby the proceeds of the Obligations will be loaned to Hill Country Christian School of Austin, a Texas non-profit corporation (the "*Borrower*") for the purpose of financing and refinancing the Project (the "*Financing*");

WHEREAS, the Corporation is authorized by State Law to provide the Financing for cultural, health, educational and housing facilities by contractual arrangement, and the Obligations issued to the Corporation constitute contractual arrangements in which the Corporation is authorized by State Law to participate in;

WHEREAS, the Obligations are being issued for the purpose of (a) financing the purchase of property located at 3502 Hatch Road, Cedar Park, Texas 78613 for the future construction of a high school and related facilities (the "*Project*"); and (b) paying a portion of the costs of issuance of the Obligations.

WHEREAS, the Borrower has agreed to make payments in amounts sufficient to pay the payments required to be made under the Obligations (the "*Payments*");

WHEREAS, section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*") requires that the issuance of any qualified 501(c)(3) obligations be approved by either the governing body of the County or the chief elected executive officer of the County after a public hearing following reasonable public notice;

WHEREAS, the publication of the Notice of Public Hearing (the "*Public Notice*") is evidenced by a Publisher's Affidavit (a copy of which is attached hereto as Exhibit A);

WHEREAS, attached hereto as Exhibit B is Certificate of Public Hearing regarding the conduct of the Public Hearing;

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

Section 1. The County hereby approves the Financing and the Project solely for the purpose of satisfying the requirements of section 147(f) of the Code; provided that the County shall have no liabilities for the Payments nor shall any of the County's assets be pledged to secure the Payments.

Section 2. This Resolution shall become effective immediately upon its passage.

EXHIBIT A

PUBLISHER'S AFFIDAVIT

LOCALiQ

Austin
American-Statesman

PO Box 631667 Cincinnati, OH 45263-1667

PROOF OF PUBLICATION

Marilyn Herzog
Marilyn Herzog
Jackson Walker LLP
1401 Mckinney ST # 1900
Houston TX 77010-4037

STATE OF TEXAS, COUNTIES OF BASTROP, BELL, BLANCO, BURNET, CALDWELL, COMAL, CORYELL, FAYETTE, GILLESPIE, GUADALUPE, HAYS, KERR, LAMPASAS, LEE, LLANO, MILAM, TRAVIS & WILLIAMSON

The Austin American Statesman, a newspaper that is generally circulated in the counties of Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis and Williamson, State of Texas, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

ACO American Statesman 08/04/2023

and that the fees charged are legal.
Sworn to and subscribed before on 08/04/2023

Legal Clerk

3/17/27

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$737.75

Order No: 9132141

of Copies:

Customer No: 1023400

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN that a public hearing will be held on behalf of Van Zandt Cultural Education Facilities Finance Corporation (the "Corporation"), a nonprofit corporation, on August 11, 2023, commencing at 10:00 a.m. to provide an opportunity for all interested persons to be heard with respect to a proposed loan (qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended) from Frost Bank (the "Lender") to the Corporation in the maximum aggregate amount of \$5,440,000, and a proposed loan from the Corporation to Hill Country Christian School of Austin (the "Borrower") in the same amount (collectively, the "Loans"); all pursuant to a Loan Agreement by and among the Corporation, the Lender and the Borrower.
The Loans are being made for the purpose of financing the purchase of property located at 3502 Hatch Road, Cedar Park, Texas 78613 for the future construction of a high school and related facilities (collectively, the "Project"). A portion of the proceeds of the Loans will be used to pay certain expenses in connection with the issuance of the Loans. The Project will be owned by the Borrower. The Loans are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.
At the time and place set for the public hearing, interested persons will be given a reasonable opportunity to express their views, both orally (via telephonic participation) and in writing, on the merits of the Project, the Loans or related matters. Members of the public may listen to and contribute to any discussion during the hearing by dialing: 1-346-248-7799, meeting ID: 927-2277-8506, passcode: 583602. Persons wishing to participate should submit a written request to speak to hvu@lw.com at least 24 hours before the hearing; however, the hearing officer will also provide time for additional comments during the hearing. Oral remarks may not exceed five minutes in duration. Written comments may be submitted to the President of the Board of Directors of the Corporation c/o Jackson Walker LLP, Attn: Hoang Vu, 1401 McKinney Suite 1900, Houston, Texas 77010, until the time and date of the hearing (subject to the timing limitations of mail delivery).
8/4/23 9132141

EXHIBIT B

CERTIFICATE OF PUBLIC HEARING

CERTIFICATE OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with a series of loan transactions to be entered into by the Van Zandt County Cultural Education Facilities Finance Corporation (the "*Corporation*"), Hill Country Christian School of Austin ("*Borrower*") and Frost Bank in the maximum aggregate principal amount of \$5,440,000 (the "*Loans*") for the benefit of Borrower, as follows:

1. I served as Hearing Officer for the Corporation for the purpose of financing the purchase of property located at 3502 Hatch Road, Cedar Park, Texas 78613 for the future construction of a high school and related facilities (collectively, the "Project").

2. Such hearing was conducted commencing on August 11, 2023 at 10:00 a.m. by toll free telephonic means accessible to the general public.

3. At the time for the commencement of the hearing, comments, either orally or in writing, were publicly requested on the Project to be financed with proceeds of the Loan and on the making of the Loans.

4. At the hearing,

no persons presented comments orally or in writing.

the comments summarized in Exhibit B-1 were made orally by the persons listed therein.

the written comments attached hereto were presented.

5. No time limitations were imposed on any public comments.

IN WITNESS WHEREOF, I have hereunto set my hand this August 11, 2023.


Hearing Officer

WILLIAMSON COUNTY
COMMISSIONERS COURT
COMMUNICATION

DATE: 10/4/2023

SUBJECT: **RESOLUTION RELATING TO A PUBLIC HEARING AND APPROVING TAX-EXEMPT FINANCING BY A CULTURAL EDUCATION FACILITIES FINANCE CORPORATION FOR THE BENEFIT OF HILL COUNTRY CHRISTIAN SCHOOL OF AUSTIN AND RELATED MATTERS**

COMMISSIONERS COURT ACTION REQUESTED:

It is requested that the Commissioners Court approve the above captioned Resolution for the benefit of Hill Country Christian School of Austin (“Borrower”).

BACKGROUND:

Hill Country Christian School of Austin is a private PreK-12 school situated located in Cedar Park, Williamson County, Texas. The School is seeking a tax-exempt loan from Frost Bank to purchase property located at 3502 Hatch Road, Cedar Park, Texas 78613 for the future construction of a high school and related school facilities.

In order for the loan to qualify as tax-exempt under Section 147(f) of the Internal Revenue Code of 1986, as amended, certain federal tax law requirements must be met, including having a conduit issuer (here a cultural education facilities finance corporation) and the approval of the governmental jurisdiction where the financed project is located (here the County). The County previously approved a tax-exempt loan for the School on February 12, 2019.

FISCAL IMPACT:

Approval of the Resolution in no way imposes any payment, liability or other financial obligation on the County.

Commissioners Court - Regular Session

20.

Meeting Date: 10/10/2023

County Attorney Legislative Supplement Budget Amendment 10.10.23

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

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 County Attorney's Office.

Background

County Attorney supplement received from the state to be paid throughout Fiscal Year 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335601	Co Atty Salary Supplement	\$84,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

10/05/2023 11:13 AM

Started On: 10/04/2023 04:44 PM

Commissioners Court - Regular Session

21.

Meeting Date: 10/10/2023

County Attorney Legislative Supplement Budget Amendment 10.10.23

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

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 expenditures for the County Attorney's Office.

Background

County Attorney supplement received from the state to be paid throughout Fiscal Year 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0475.001927	Co Atty Salary Supplement	\$34,815.29
	0100.0475.002010	FICA	\$2,663.37
	0100.0475.002020	TCDRS	\$5,553.18
	0100.0475.004902	Co Atty Leg Supp	\$40,968.16

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

10/05/2023 11:16 AM

Started On: 10/04/2023 05:06 PM

Commissioners Court - Regular Session

22.

Meeting Date: 10/10/2023

The Purpose Project Grant Acceptance

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting grant funding provided through the Capital Area Council of Governments (CAPCOG) for Juvenile Services.

Background

Juvenile Services is requesting acceptance of \$12,000 in grant funds provided through CAPCOG. These funds will be used to contract with Catalyst Collective to operate The Purpose Project, an after-school mentoring program. Mentorship work will include working with youth to discover their identity through a guided workshop. In addition, they will assist youth in identifying and engaging their SPARKS, connecting them to prosocial activities in the community, and supporting the youth with college preparatory work. This is the third year of funding for this grant. There is no county match required.

Approval to apply for this funding was granted by Commissioners Court on 02/14/2023.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: John Pelczar

Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

10/05/2023 11:20 AM

Started On: 10/05/2023 09:08 AM

Commissioners Court - Regular Session

23.

Meeting Date: 10/10/2023

Nossaman Eng Salamander

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action approving the engagement of the Nossaman LLP to provide legal representation to Williamson County in connection with a legal challenge to the U.S. Fish and Wildlife Service’s designation of critical habitat for the Georgetown salamander and Salado salamander; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov’t Code § 262.024(a)(4).

Background

Fiscal Impact

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

Attachments

Nossaman Engagement - Georgetown & Salado Salamander

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 10/04/2023

Reviewed By

Becky Pruitt

Date

10/04/2023 02:28 PM

Started On: 10/03/2023 03:20 PM



ATTORNEYS AT LAW

919 Congress Avenue
Suite 971200
Austin, TX 78701
T 512.651.0660
F 512.651.0670

Rebecca D.Barho
D 512.813.7942
rbarho@nossaman.com

Reference CM# 502271.0004

September 27, 2023

Hal C. Hawes
General Counsel
Williamson County, Texas
710 S Main Street, Suite 200
Georgetown, TX 78626-5701

Re: Engagement and Fee Agreement for Legal Services – Williamson County, Texas
– Salamander Critical Habitat Litigation

Dear Mr. Hawes:

We are very pleased to have the opportunity to provide legal services to Williamson County, Texas (“Client”). (The terms “you” and “yours” as used in this letter shall refer to the Client). We expect that these services will be provided principally by attorneys resident in our Austin and California offices, although we may call upon attorneys in our other offices to provide advice or assistance on your matter if appropriate. This letter will serve to record our agreement of the terms and conditions of our representation only after completing a review of all conflicts and credit, and acceptance of the engagement by Firm Management.

1. Client has asked us and we agree to represent Client in connection with a legal challenge to the U.S. Fish and Wildlife Service’s designation of critical habitat for the Georgetown salamander and Salado salamander.

2. Client agrees that Williamson County, Texas is our Client for the specific matter on which we are engaged, and that we shall not be deemed to represent any of its parents, subsidiaries or other affiliates unless we expressly agree to do so in writing. Further, our representation of the County does not include a representation of individual County Commissioners or employees. There is no attorney-client relationship between the Firm and any such related person. The attorney-client privilege is solely between the Client and the Firm. Any proposed expansion of the representation to include any such related persons or entities shall be subject to and contingent upon execution of an engagement letter directly with those persons or entities.

3. We understand that we are being retained only by the Client. We have performed our conflict check based upon the information you the Client provided to us. You agree that we are not bound to avoid conflicts with any other entities that you have not identified to us.

4. Notwithstanding paragraph 3 above, Williamson County, Texas desires to join the Williamson County Conservation Foundation ("Foundation") and the City of Georgetown, Texas ("City") in preparing a notice of intent to sue the U.S. Fish and Wildlife Service ("USFWS") over the USFWS's designation of critical habitat under section 4 of the Endangered Species Act for two salamander species found within the County and City and any subsequent litigation concerning the same. Client also desires that Nossaman LLP represent Client, the Foundation, and the City jointly. Client, the Foundation, and the City understand that there may be benefits to joint representation but it is also possible that in the course of representation, the three parties may not agree upon how to proceed. In such case, a conflict may arise that may necessitate withdrawal by Nossaman as counsel for one or both parties. After full consideration of the issues associated with joint engagement, with an opportunity to review these matters with the Client's independent counsel, Client hereby waives any potential conflicts of interests that may arise in connection with its engagement of Nossaman LLP.

5. On matters covered by this agreement, Nossaman LLP agrees to provide such legal services as we determine are reasonably required to represent Client; to take reasonable steps to keep you informed of facts and developments concerning the subject matter of this engagement as they come to our attention; and to respond to your reasonable inquiries. The Firm's lawyers have no obligation to share information, even information material to the representation, if that information was learned while representing other clients and is confidential to those other clients. You agree to cooperate with us, to keep us informed of developments, to abide by this agreement and to pay our statements for services in accordance with the provisions below.

6. Client acknowledges and consents that the fees and costs associated with this engagement will be paid at this time by the Foundation and that any invoices associated therewith will be provided solely to the Foundation. However, Client acknowledges that, at a later date, Client, the Foundation, and the City may agree that the fees and costs associated with this engagement may later be shared differently among Client, the Foundation, and the City. In such an event, Client agrees to notify Nossaman LLP, in writing, as to how the fees and costs associated with this representation are to be shared among Client, the Foundation, and the City, and to indicate to Nossaman LLP the name, title, and address to which requests for payment should be directed. In the event that Client agrees to share in the cost of this representation, the following paragraphs shall govern the fee arrangement between the Firm and the Client.

7. Our fees for services provided pursuant to this agreement will be calculated and billed based upon hourly rates established for each attorney, paralegal and clerk rendering services on your matters. Our statements for services will provide you with a description of the services performed, the date they were performed, the time devoted to your matters and the specific hourly rate of the attorney, paralegal or clerk that performed the services on your behalf.

8. The hourly rates of individuals who are currently expected to perform services with respect to your matters are set forth on Attachment A hereto and will generally be recorded and billed in one tenth hour increments. If other personnel are asked to perform services, you will be informed of their billing rates on the first statement following their initial service. We expect that the attorneys listed on Attachment A will render the bulk of the services.

9. Our hourly rates apply to all time spent on your behalf, including but not limited to court appearances; motion practice; preparing, analyzing, reviewing and revising correspondence and documents; factual and legal research; consultation and advice; conducting negotiations; engaging in depositions and other discovery; conferences; preparing for and conducting trials and appeals; travel time; conferring with other attorneys in our Firm, or with witnesses or attorneys also involved in the matter; and such other services of a professional nature as this engagement may require.

10. We will ordinarily incur various costs and expenses or will provide certain in-house services while performing legal services. You agree to pay for these items in addition to our fees for legal services. The costs and expenses and in-house services may include, but will not necessarily be limited to, filing fees fixed by law or assessed by courts or other agencies; court reporters' fees; witness fees; experts' fees; consultants' fees; process server fees; investigation expenses; out of town travel expenses; electronic discovery data hosting charges, long distance telephone charges; messenger and private courier delivery charges; photocopying and other reproduction services; computerized research charges; and similar items.

External costs and expenses are charged at our cost, including computerized research and electronic evidence data processing. Where the Firm maintains a fixed subscription contract with a vendor for computerized research, you will be charged for the actual cost incurred by the Firm during the given month which often results in substantial discounts of the vendor's regular rates. We will not charge you for word processing, overtime expenses associated with administrative or secretarial personnel, telephone calls within the United States and similar items unless these items are unusually large in amount and we obtain your agreement in advance. We will not add a "handling" charge for costs and expenses incurred on your behalf.

11. We are not required to advance payment for any external expenses. If for any reason we advance a payment for external expenses, you agree to promptly pay our invoices with those charges. In addition, we may submit those charges directly to you and ask that you pay such charges directly to the vendors, in a timely manner. If you do not make timely payments to vendors, we reserve the right to pay those vendors on your behalf and include such charges in our statements and require reimbursement from you. It is important that vendors be promptly reimbursed so that we can retain good professional relationships with those vendors.

12. Our files for work prepared pursuant to this agreement are your property. We will release our files for work performed pursuant to this agreement to you or to anyone else you designate upon your written request delivered to the attorney in charge of this matter. However, you agree that we may, in our sole discretion, copy all or any portion of the file and charge the copying costs to you, and that we may have a reasonable period of time before releasing the documents to you or anyone else you designate in order to copy all or any portion of the files you have directed us to surrender. We will, from time to time, send portions of your files that are not currently needed to an off-site storage facility. The cost of this facility will be our sole expense. However, we are not the guarantor of the security of any off-site storage facility. Accordingly, you agree that the Firm will not be responsible for any damages which may occur as a result of the loss of any of your files which we store at an off-site storage facility. You also agree that we may, after the passage of two years without our having performed any work for you pursuant to this engagement for services, destroy your files unless you provide us with written instruction to forward the files to you or to another person you designate.

13. You agree to keep us informed of any change in your address, telephone numbers, or electronic mail address so that we may effectively communicate with you. We will also advise you promptly of any change in the Firm's business address, electronic mail address or telephone or facsimile numbers. You agree that we may communicate with you via electronic mail or wireless telephone even though these media may be less secure than alternative means of communication.

14. To aid in your matters, it may become necessary to hire experts, consultants or investigators. Such persons will be employed by us on your behalf, not by you, so as to protect any privileged work; but we will not hire such persons unless you approve and also agree to pay their fees and charges. The responsibility to pay for their services is solely yours.

15. We will send you monthly statements for fees and costs incurred. Payment is due within 45 days of the date of invoice. If not paid within the 30 days, interest shall accrue at the rate of 6% per annum from said due date. You agree to read your statements carefully and promptly notify the Firm of any error.

16. You may discharge us as your attorneys at any time. We may withdraw as your attorneys with or without your consent, as long as permitted by law. Some of the reasons that may cause us to withdraw include but are not limited to the following: your breach of this agreement; your failure to pay our bills on time; your refusal to cooperate with us; your refusal to follow our advice on a material matter; the development of irreconcilable disagreement between you and us as to the conduct of the engagement; or any other fact or circumstance that would render our continuing representation contrary to your interests, or to law, or to the rules of professional conduct. Failure to withdraw as your attorneys on any one occasion shall not be a waiver of our right to do so if such other occasions arise.

If you discharge us, or if we elect to withdraw, you agree to secure forthwith other counsel of your own selection to represent you and, if we are your attorneys of record in any litigation, to cooperate fully in substituting such new counsel as your attorneys of record in the litigation.

17. Nothing in this agreement and nothing in our statements to you should be construed as a guarantee or promise about the outcome of your matter or any phase thereof. Comments about the course or outcome of your matter or any phase thereof which we may make from time to time are expressions of opinion only. You acknowledge that the amount of legal fees and costs which may be incurred on your behalf pursuant to this agreement is not capable of precise prediction; and you acknowledge that we have made no guarantees or promises and that you have set no limits with regard to the cost of services we provide you.

18. Except for a claim for Client's failure to pay fees for professional services and/or expenses, if any dispute arises out of, or relates to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type or description regardless of the facts or legal theories which may be involved, such dispute shall be resolved by binding arbitration before a mutually selected dispute resolution firm.

19. Any dispute as to the Client's failure to pay fees for professional services and/or expenses shall be resolved in the appropriate District Court of the State of Texas. The party

prevailing in an action regarding a dispute as to the client's failure to pay fees for professional services and/or expenses shall be entitled to recover from the other party the prevailing party's actual attorneys' fees and costs incurred, including expert witness fees, witness fees, and associated expenses, whether or not the action proceeds to judgment. For the purposes of enforcing this agreement, and as otherwise required by law, you agree that this agreement may be disclosed to a court or arbitrator.

20. This agreement is made under and shall be construed in accordance with the substantive laws of the State of Texas without reference to its choice of law rules.

21. We follow the terms of the Texas Lawyer's Creed in our practice and in compliance therewith attach a copy of the Texas Lawyer's Creed to this engagement letter.

22. All lawyers in Texas have an obligation to maintain a high standard of ethical conduct toward their clients and others. To enforce this standard, the State Bar of Texas investigates and prosecutes complaints of professional misconduct against lawyers licensed in Texas, pursuant to the Texas Rules of Disciplinary Procedure as promulgated by the Supreme Court of Texas. Pursuant to Texas Government Code Section 81.079, Texas attorneys must provide notice to clients of the existence of the grievance process. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. If you have any questions about this process, please call the Grievance Information Helpline of the State Bar of Texas at 1-800-932-1900 for more information.

23. We carry professional liability insurance which would cover the services we will be providing to you under the terms of this agreement. That insurance is subject to a significant self-insured retention.

24. This agreement will take effect when you sign this agreement and return it to us; but its effect will be retroactive to the date we first performed services on your behalf. Client agrees that its performance under this agreement and its payment of the fees and costs required hereunder shall be in Austin, Texas.

25. This agreement constitutes a single, integrated written contract expressing the entire agreement of the Client and our Firm. There is no other agreement, written or oral, express or implied, between the parties with respect to the subject matter of this agreement. This agreement may be modified only in a writing signed by all the parties. This agreement shall be construed by giving effect to the plain meaning of its terms.

We are very proud of our client relationships, and occasionally identify clients to others who ask about our client base, or in institutional materials. Unless you object in writing, we assume that you agree that we may state that we represent you in such matters as we deem appropriate, although of course we would not publish or disseminate any confidential information.

Please understand that your engagement of the Firm will not become final until we advise you that we have cleared potential conflicts and a credit review of this engagement is approved by the Firm's Management.

If these terms are acceptable to you, please sign in the space provided below and return one copy of this agreement to us via email to rbarho@nossaman.com or via facsimile to (512) 651-0670.

We appreciate your confidence in our Firm and look forward to working with you.

Best regards,



Rebecca D. Barho
Of Nossaman LLP

RDB:io

ACCEPTANCE

I have read and understand the foregoing terms and agree to them as of the date that Nossaman LLP first provided services to **Williamson County, Texas**.

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

FOR ACCOUNTING USE ONLY

Client Name: _____

Matter Name: _____

Client Number: _____

ATTACHMENT A

SCHEDULE/EXPLANATION OF FEES

Billing Rates charged in one-tenth hour increments:

TIMEKEEPER

HOURLY RATE

Attorneys

Partners:

Paul Weiland	\$495.00
Rebecca Hays Barho	\$375.00

Associates:

Samantha Savoni	\$325.00
Samantha Murray	\$325.00
Sara Greenberg	\$325.00
Noah DeWitt	\$325.00

Paralegals/Clerks

If needed, hourly rates will be billed between \$125 & \$260 per hour.

Interest charged on payment past due6%

RDB

**Nossaman
Partner
Initials**

Client's Initials

Texas Lawyer's Creed

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."

2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.

3. I commit myself to an adequate and effective pro bono program.

4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.

5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.

2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.

3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.

4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.

6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.

7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

8. I will advise my client that we will not pursue tactics which are intended primarily for delay.

9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my

client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.

2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

Commissioners Court - Regular Session

24.

Meeting Date: 10/10/2023

Policy exception for SVU VAC position salary

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a policy exception for a new hire for the new SVU VAC position in the District Attorney's Office.

Background

The District Attorney requests a policy exception on the newly created Special Victim Unit Victim Assistance Coordinator position (PCN 2110) to successfully recruit an applicant with extensive experience as a Victim Assistance Coordinator to facilitate the integration of the Special Victim Unit with the felony trial teams. The addition of an experienced individual with a directly relevant skill set is critical and necessary for the most optimal transition and integration between the Special Victims Unit and the felony Trial Division. This exception request seeks to keep the position grade at B.24, but with a salary of \$58,000 to match the applicant's current pay.

As precedent for this policy exception, see this Court's unanimous approval, without discussion, of Item 37 on the September 26, 2023 Agenda, granting a salary that is 33.5% above the B-Grade minimum for the Risk Claim's Administrator position in the General Counsel's Office. Item 37 was submitted by Hal Hawes, General Counsel. There was no indication that the item was submitted to HR for a recommendation or that HR made a recommendation. There were no attachments to item 37 and there was no discussion by the Commissioners before the 5-0 vote approving.

The District Attorney's policy exception request precisely mirrors the General Counsel's agenda item. If there was other consideration given to the General Counsel's item, by HR or otherwise, it was not provided with the agenda item request nor was it discussed by the Court in the Open Meeting. The one and only apparent difference between the General Counsel's Agenda request and the District Attorney's Agenda request is that the General Counsel is your employee and the District Attorney is not.

In the past, the HR Director has declined to present or recommend any policy exception for the District Attorney's Office. If there is a new policy that requires the HR Director to review and make a recommendation concerning policy exception requests, for purposes of transparency and compliance, that policy should be published.

The District Attorney's requests for B-Grade assignment and attendant salary increases was presented to the HR Director in the Cycle 5B Salary Study, just completed in 2023. The District Attorney requested a B-26 Grade for our Victim Assistance Coordinator positions. With a total fiscal impact for two positions of \$0.00. The HR Director rejected the request. I have repeatedly voiced the deficiencies in the Salary Study as applied to the Office of the District Attorney for the 26th Judicial District. See *attached memo on salary study concerns*.

The District Attorney subsequently submitted a Reclassification Request in the Budget process, presenting his Salary and B-Grade recommendations. The HR Director rejected the Reclassification Request and the Commissioners refused to consider the District Attorney's Reclassification request in the Budget process. Had the District Attorney's reclassification request been approved in the Budget process, the salary for this new VAC position would be \$58,582 (\$54,243 minimum + \$4,339 (8%

allowed by current policy).

By allowing the HR Director sole and unchecked authority to reject the District Attorney’s Salary Study requests without review by or appeal to the Court, and by then compounding that rejection by refusing to consider the District Attorney’s Reclassification Request during the Budget process, the District Attorney’s only avenue to public presentation of his requests for consideration by the Court is by policy exception – one by one.

In the alternative, the District Attorney requests that the Court approve the District Attorney’s reclassification request to change the VAC B-Grade from B.24 to B.26 resulting in no fiscal impact to the District Attorney’s Budget. This position could then be funded, within policy at \$58,582 (B.26 minimum + 8%) – making a policy exception unnecessary.

This matter was submitted to and discussed with Rebecca Clemmons (HR) and Ashlie Holladay (Budget Office). Attached is Ms. Holladay’s loaded budget figures.

Attachment: District Attorney’s Budget Reclassification Request Summary - VAC
Memo on Salary Study concerns
Line Item Transfer Amount

Fiscal Impact

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

Attachments

DA Budget Reclassification Request Summary - VAC
Memo on Salary Study concerns
Line Item Transfer Amount

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Grace Frias
Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

10/05/2023 03:51 PM
Started On: 10/05/2023 11:46 AM

DISTRICT ATTORNEY'S SUMMARY OF POSITION B-GRADE ASSIGNMENTS

DA First Assistant

Number of Positions	Current B Grade	New B Grade	Title Conversion	Current Salary	New B Grade Minimum	Fiscal Impact
1	B-46	B-49	N/A	\$175,181.00	\$168,081.00	\$0

DA Division Chief

Number of Positions	Current B Grade	New B Grade	Title Conversion	Current Salary	New B Grade Minimum	Fiscal Impact
4						
1 (Trial)	B-44	B-45	N/A	\$145,692.00	\$138,281.00	\$0
1 (Civil)	B-44	B-45	DA Civil Division Chief and General Counsel	\$146,316.00	\$138,281.00	\$0
1 (Intake)	B-44	B-45	DA Intake Division Chief and Grand Jury	\$136,000.00	\$138,281.00	\$2,281
1 (Appellate)	B-44	B-45	N/A	\$145,605.00	\$138,281.00	\$0
						\$2,281

DA Felony Prosecutor III - Court Chief

Number of Positions	Current B Grade	New B Grade	Title Conversion	Current Salary	New B Grade Minimum	Fiscal Impact
6	B-41	B-43	Alternative - DA Division Director	\$122,238	\$125,425.00	\$3,187
				\$122,253	\$125,425.00	\$3,172
				\$122,238	\$125,425.00	\$3,187
				\$126,462	\$125,425.00	\$0
				\$130,000	\$125,425.00	\$0
			ARPA	\$130,000	\$125,425.00	\$0
						\$9,546

DA Felony Prosecutor II

Number of Positions	Current B Grade	New B Grade	Title Conversion	Current Salary	New B Grade Minimum	Fiscal Impact
9	B-39	B-41	N/A	\$115,000	\$113,764	\$0
				\$106,456	\$113,764	\$7,308
			ARPA	\$106,582	\$113,764	\$7,182
				\$119,927	\$113,764	\$0
			VAWA	\$109,639	\$113,764	\$4,125
			ARPA	\$106,582	\$113,764	\$7,182
				\$107,489	\$113,764	\$6,275
				\$114,066	\$113,764	\$0
				\$110,244	\$113,764	\$3,520
						\$35,592

DA Felony Prosecutor I

Number of Positions	Current B Grade	New B Grade	Title Conversion	Current Salary	New B Grade Minimum	Fiscal Impact
4	B-37	B-39	N/A	\$94,079	\$103,187	\$9,108
				\$101,623	\$103,187	\$1,564
				\$107,489	\$103,187	\$0
				\$105,080	\$103,187	\$0
						\$10,672

ASK Option 1 - Reclassification if new Chief of Staff position is approved

DA Chief Office Admin

Number of Positions	Current B Grade	New B Grade	Title Conversion	Current Salary	New B Grade Minimum	Fiscal Impact
1	B-29	B-32	DA Office Manager	\$89,916	\$73,049	\$0

ASK Option 2 - Reclassification if new Chief of Staff position is not approved

DA Chief Office Admin

Number of Positions	Current B Grade	New B Grade	Title Conversion	Current Salary	New B Grade Minimum	Fiscal Impact
1	B-29	B-34	DA Chief of Staff	\$89,916	\$80,627	\$0

DA Financial Manager

Number of Positions	Current B Grade	New B Grade	Title Conversion	Current Salary	New B Grade Minimum	Fiscal Impact
1	B-29	B-34	N/A	\$85,522	\$80,627	\$0

DA Legal Assistant IV

Number of Positions	Current B Grade	New B Grade	Title Conversion	Current Salary	New B Grade Minimum	Fiscal Impact
5	B-25	B-30	Alternatives - DA Court Manager or DA Court Admin	\$59,482	\$66,172	\$6,690
				\$57,109	\$66,172	\$9,063
				\$64,957	\$66,172	\$1,215
				\$56,720	\$66,172	\$9,452
				\$59,353	\$66,172	\$6,819
						\$33,239

DA Legal Assistant III

Number of Positions	Current B Grade	New B Grade	Title Conversion	Current Salary	New B Grade Minimum	Fiscal Impact
5	B-23	B-25	DA Office Admin	\$54,895	\$51,611	\$0
				\$56,659	\$51,611	\$0
				\$52,897	\$51,611	\$0
				\$46,769	\$51,611	\$4,842
				\$57,081	\$51,611	\$0
						\$4,842

DA Lead Victim Assistance Coordinator

Number of Positions	Current B Grade	New B Grade	Title Conversion	Current Salary	New B Grade Minimum	Fiscal Impact
1	B-26	B-28	N/A	\$68,739	\$59,926	\$0

DA Victim Assistance Coordinator

Number of Positions	Current B Grade	New B Grade	Title Conversion	Current Salary	New B Grade Minimum	Fiscal Impact
2	B-24	B-26	N/A	\$55,965	\$54,243	\$0
				\$54,652	\$54,243	\$0

DA Legal Assistant I

Request: Instruct HR and the Budget office to change the B.grades of all requested positions in the DA's office to conform with the District Attorney's Request. Fund approximately \$94,000 for this purpose.

Salary Study: In theory, the one way to provide for the immediate future for our office. A comprehensive data-based metric to help the Commissioners and the District Attorney to adequately provide sufficient personnel and salaries to retain and attract the experienced, professional talent expected by our community. The following appear to be the guiding assumptions that guide Commissioner's Court and HR for the salary study:

1. The Purpose is to attract and retain quality county employees.
2. Set the minimum B grade at the market median of the lowest possible salaries for each position.
3. All **funding policies** are critically **linked to the minimum of the B. Grade** set for each position.
4. Salary Study provides accurate, timely information.

What has changed:

1. **Salary study is deficient:**
 - a. Over 50% of data for positions is simply missing.
 - b. Examples of comparable data are incorrect, i.e. Civil Division Chief, and Travis County Directors.
 - c. No comparison or look at actual salaries.
 - d. Provides no ability to compare internally to other Williamson County Offices.
 - e. No opportunity for the Elected to discuss the study with Commissioner's Court.
2. **Comparable Entities data has changed already:**
 - a. Bell County District Attorney's Office is currently involved in a salary study using the Williamson County District Attorney's salary data for their office.
 - b. Hays County: In the 1st six months have given a 10% across the board raise and have entertained and voted to increase multiple salaries and positions within the District Attorney's office on regular agenda meetings. We lost two potential employees (that we know of) to Hays County.
 - c. Texas Attorney General Salaries have increased substantially. See Texas Tribune
3. **Cost of Living-Housing in Williamson County:**
 - a. Many applicants for our positions have tried to weigh the salary against the cost of buying a home and living in Williamson County v. the cost of living elsewhere.
 - b. Referencing cost of living data in Houston/Dallas market is not sufficient as the Austin area increased cost of living is dramatically higher than Houston.

Overall Justification for B. Grade increases: The District Attorney has worked diligently to be a good steward of our taxpayer funded office. We strive to run the office efficiently, lawfully, and skillfully to provide professional, experienced service to individuals affected by criminal justice and our community. Appropriately resourcing our office has been a struggle for the 6 ½ years I have been in office, and our one chance to get this right occurs every 5 years or so during a salary study. In light of the County's tremendous growth and increase in serious criminal activity, we need appropriate salary starting points. Additionally, we need funding rules flexible enough to allow for the continued operation of the District Attorney's office at a high standard to insure a safe community for all County residents.

Line Item Transfer Amount

Should the court approve this request, the Budget Office will place a line item transfer on the subsequent agenda for the amount highlighted below.

	VICTIMS ASSIST COORD		FELONY PROSECUTOR II	
	B24		B39	
FY 24 ADOPTED SALARY	\$	53,049.93	\$	111,443.03
REQUESTED SALARY PER SHAWN DICK	\$	58,000.00	\$	125,000.00
SALARY DELTA	\$	(4,950.07)	\$	(13,556.97)
FICA	\$	(378.68)	\$	(1,037.11)
RETIREMENT	\$	(794.49)	\$	(2,175.89)
TOTAL FUNDS NEEDED	\$	(6,123.24)	\$	(16,769.97)
GRAND TOTAL FOR BOTH POSITIONS	\$	(22,893.21)		
% ABOVE THE MINIMUM OF THE GRADE		18.08%		21.14%

Commissioners Court - Regular Session

25.

Meeting Date: 10/10/2023

Approval of County Addendum for Annual Support and Maintenance from Motorola Solutions for Radio Communications

Submitted For: Joy Simonton

Submitted By: Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the annual County Addendum #202411 between Williamson County and Motorola Solutions for a total of \$757,397.92, pursuant to HGAC contract #RA05-21, and authorizing the execution of the Addendum.

Background

Approval of this annual Addendum will benefit the Radio Communications System with 24/7, 365 support and maintenance from Motorola Solutions as described in each quote. The service grouping supports the in-building signal boosters installed in critical buildings throughout the County for added signal strength, and tower maintenance and microwave radio equipment support at the tower sites. Legal, Contract Audit, Budget and Auditor's Office have reviewed the attached quotes. Funding sources are 01.0100.0587.004500 and 01.0507.0507.04500 for FY24. The department point of contact is Thomas Piche.

Fiscal Impact

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

Attachments

Redacted Motorola Addendum and Quotes

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Mary Watson
Final Approval Date: 10/04/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

10/04/2023 10:02 AM
10/04/2023 02:23 PM
Started On: 09/29/2023 12:55 PM

**WILLIAMSON COUNTY
ADDENDUM FOR MOTOROLA SOLUTIONS
SERVICE AGREEMENT**

Quote #: QUOTE- [REDACTED] ; Contract #: [REDACTED]
Quote #: QUOTE- [REDACTED] ; Contract #: [REDACTED]
Quote #: QUOTE- [REDACTED] ; Contract #: [REDACTED]
Quote #: QUOTE- [REDACTED] ; Contract #: [REDACTED]
Quote #: QUOTE- [REDACTED] ; Contract #: [REDACTED]

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasiconttractual 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 ADDENDUM FOR MOTOROLA SOLUTIONS SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (“Customer”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Motorola Solutions Inc.** (hereinafter “Motorola”), both of which are referred to herein as the parties. The Customer agrees to engage Motorola as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

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 Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

II.

Texas Law Applicable to Identification: Customer indemnifications or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County’s rights.

III.

Compliance With All Laws: Motorola agrees and will comply with all local, state, or federal requirements with respect to the services rendered.

IV.

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

V.

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. This Addendum;
- B. As described in the attached Quotes, which is incorporated herein as if copied in full:
 - a. Quote #: QUOTE- [REDACTED] Contract #: [REDACTED]
 - b. Quote #: QUOTE- [REDACTED] ; Contract #: [REDACTED]
 - c. Quote #: QUOTE- [REDACTED] ; Contract #: [REDACTED]
 - d. Quote #: QUOTE- [REDACTED] ; Contract #: [REDACTED]
 - e. Quote #: QUOTE- [REDACTED] ; Contract #: [REDACTED]
- C. Cooperative Agreement (Contract # HGAC RA05-21)

Due to the expenditure of public funds and based on public policy, any conflicting terms will be resolved in favor of Williamson County in the discretion of the Williamson County Commissioners Court.

VI.

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

VII.

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

VIII.

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

IX.

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

IN WITNESS WHEREOF, this Contract shall be effective as of the date of the last party’s execution below.

WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____, 20____

SERVICE PROVIDER:

MOTOROLA
Name of Service Provider

Paul Newman
Authorized Signature

Paul Newman
Printed Name

Date: September 26, 2023



500 W Monroe Street
 Chicago, IL. 60661
 (888) 325-9336

SERVICE AGREEMENT

Quote Number : [REDACTED]

Date:01/27/2023

Company Name: WILLIAMSON COUNTY
Attn:
Billing Address: 3171 SE INNER LOOP
City, State, Zip: GEORGETOWN , TX, 78626
Customer Contact:
Phone:

Required P.O. :
 PO # :
 Customer # :1035809592
 Bill to Tag # :
 Contract Start Date :01-Oct-2023
 Contract End Date :30-Sep-2024
 Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0006C	VENDOR MANAGEMENT-CUSTOM SOW	\$10,497.76
		Subtotal - Recurring Services	\$874.81
		Subtotal - One-Time Event Services	\$0.00
		Total	\$10,497.76
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

Contract As per HGAC RA#05-21



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number [REDACTED]

Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	<input type="checkbox"/>	<input type="checkbox"/>	#__1__
Remote Security Update Service (RSUS)	<input type="checkbox"/>	<input type="checkbox"/>	#__1__
Managed Detection and Response (MDR)	<input type="checkbox"/>	<input type="checkbox"/>	#__1__

* Service Opt-out - I have received a briefing on this service and choose not to subscribe.

** If Selecting "Not Applicable", please consider the following, and enter reason code:

- 1 ----- Infrastructure / Product / Release Not Supported
- 2 ----- Tenant or User Restrictions
- 3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		
	CSM	9/28/2023
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Reid Russek

Quote Number [REDACTED]

832-361-1002

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY

Contract Number : [REDACTED]

Contract Start Date : 01-Oct-2023

Contract End Date : 30-Sep-2024



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number [REDACTED]

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number [REDACTED]

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number [REDACTED]

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number [REDACTED]

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022



500 W Monroe Street
 Chicago, IL. 60661
 (888) 325-9336

SERVICE AGREEMENT

Quote Number : XXXXXXXXXX

Date:01/27/2023

Company Name: WILLIAMSON COUNTY
Attn:
Billing Address: 3171 SE INNER LOOP
City, State, Zip: GEORGETOWN , TX, 78626
Customer Contact:
Phone:

Required P.O. :
 PO # :
 Customer # :1035809592
 Bill to Tag # :
 Contract Start Date :01-Oct-2023
 Contract End Date :30-Sep-2024
 Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	\$4,049.85
		Subtotal - Recurring Services	\$337.49
		Subtotal - One-Time Event Services	\$0.00
		Total	\$4,049.85
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

Contract As per HGAC RA#05-21



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number :

Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	<input type="checkbox"/>	<input type="checkbox"/>	#__1__
Remote Security Update Service (RSUS)	<input type="checkbox"/>	<input type="checkbox"/>	#__1__
Managed Detection and Response (MDR)	<input type="checkbox"/>	<input type="checkbox"/>	#__1__

* Service Opt-out - I have received a briefing on this service and choose not to subscribe.

** If Selecting "Not Applicable", please consider the following, and enter reason code:

- 1 ----- Infrastructure / Product / Release Not Supported
- 2 ----- Tenant or User Restrictions
- 3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

	CSM	9/28/2023
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Reid Russek

Quote Number [REDACTED]

832-361-1002

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY

Contract Number : [REDACTED]

Contract Start Date : 01-Oct-2023

Contract End Date : 30-Sep-2024



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number [REDACTED]

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number [REDACTED]

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022



500 W Monroe Street
 Chicago, IL. 60661
 (888) 325-9336

SERVICE AGREEMENT

Quote Number : [REDACTED]

Date:01/27/2023

Company Name: WILLIAMSON COUNTY
Attn:
Billing Address: 3171 SE INNER LOOP
City, State, Zip: GEORGETOWN , TX, 78626
Customer Contact:
Phone:

Required P.O. :
 PO # :
 Customer # :1035809592
 Bill to Tag # :
 Contract Start Date :01-Oct-2023
 Contract End Date :30-Sep-2024
 Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	\$18,914.50
		Subtotal - Recurring Services	\$1,576.21
		Subtotal - One-Time Event Services	\$0.00
		Total	\$18,914.50
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

Contract As per HGAC RA#05-21



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	<input type="checkbox"/>	<input type="checkbox"/>	#__1__
Remote Security Update Service (RSUS)	<input type="checkbox"/>	<input type="checkbox"/>	#__1__
Managed Detection and Response (MDR)	<input type="checkbox"/>	<input type="checkbox"/>	#__1__

* Service Opt-out - I have received a briefing on this service and choose not to subscribe.

** If Selecting "Not Applicable", please consider the following, and enter reason code:

- 1 ----- Infrastructure / Product / Release Not Supported
- 2 ----- Tenant or User Restrictions
- 3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

[REDACTED SIGNATURE]

[REDACTED TITLE]

[REDACTED DATE]

[REDACTED SIGNATURE]

CSM

9/28/2023

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Reid Russek

Quote Number : [REDACTED]

832-361-1002

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY

Contract Number : [REDACTED]

Contract Start Date : 01-Oct-2023

Contract End Date : 30-Sep-2024



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number [REDACTED]

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

Date:01/27/2023

Company Name: WILLIAMSON COUNTY
Attn:
Billing Address: 3171 SE INNER LOOP
City, State, Zip: GEORGETOWN , TX, 78626
Customer Contact:
Phone:

Required P.O. :
 PO # :
 Customer # :1035809592
 Bill to Tag # :
 Contract Start Date :01-Oct-2023
 Contract End Date :30-Sep-2024
 Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC2007C	ONSITE INFRA RESP-CUSTOM SOW	\$2,802.85
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$624.87
		Subtotal - Recurring Services	\$285.64
		Subtotal - One-Time Event Services	\$0.00
		Total	\$3,427.72
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

Mesh Contract

Contract As per HGAC RA#05-21



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	<input type="checkbox"/>	<input type="checkbox"/>	#__1__
Remote Security Update Service (RSUS)	<input type="checkbox"/>	<input type="checkbox"/>	#__1__
Managed Detection and Response (MDR)	<input type="checkbox"/>	<input type="checkbox"/>	#__1__

* Service Opt-out - I have received a briefing on this service and choose not to subscribe.

** If Selecting "Not Applicable", please consider the following, and enter reason code:

- 1 ----- Infrastructure / Product / Release Not Supported
- 2 ----- Tenant or User Restrictions
- 3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		
	CSM	9/28/2023
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Reid Russek

Quote Number : [REDACTED]

832-361-1002

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY

Contract Number : [REDACTED]

Contract Start Date : 01-Oct-2023

Contract End Date : 30-Sep-2024



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022



500 W Monroe Street
 Chicago, IL. 60661
 (888) 325-9336

SERVICE AGREEMENT

Quote Number : XXXXXXXXXX

Date:01/27/2023

Company Name: WILLIAMSON COUNTY
Attn:
Billing Address: 3171 SE INNER LOOP
City, State, Zip: GEORGETOWN , TX, 78626
Customer Contact:
Phone:

Required P.O. :
 PO # :
 Customer # :1035809592
 Bill to Tag # :
 Contract Start Date :01-Oct-2023
 Contract End Date :30-Sep-2024
 Payment Cycle :MONTHLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$122,624.25
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$2,569.61
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	\$436,081.22
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	\$41,954.06
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$26,962.12
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$1,017.26
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$0.00
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$543.98
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	\$0.00
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	\$0.00
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	\$88,755.59
		Subtotal - Recurring Services	\$60,042.34
		Subtotal - One-Time Event Services	\$0.00
		Total	\$720,508.09
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

Contract As per HGAC RA#05-21



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number :

Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	<input type="checkbox"/>	<input type="checkbox"/>	# <u>1</u>
Remote Security Update Service (RSUS)	<input type="checkbox"/>	<input type="checkbox"/>	# <u>1</u>
Managed Detection and Response (MDR)	<input type="checkbox"/>	<input type="checkbox"/>	# <u>1</u>

* Service Opt-out - I have received a briefing on this service and choose not to subscribe.

** If Selecting "Not Applicable", please consider the following, and enter reason code:

- 1 ----- Infrastructure / Product / Release Not Supported
- 2 ----- Tenant or User Restrictions
- 3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

	Regional Service Manager	9/12/2023
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

Paul Newman

307-256-0344

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY

Contract Number : [REDACTED]

Contract Start Date : 01-Oct-2023

Contract End Date : 30-Sep-2024



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [REDACTED]

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

Commissioners Court - Regular Session

26.

Meeting Date: 10/10/2023

Approval of Purchase and Sole Source Provider Exemption for Hamilton T-1 EMS Transport Ventilators with Adaptive Support Ventilation from Hamilton Medical, Inc for Emergency Medical Services

Submitted For: Joy Simonton

Submitted By: Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of thirty-two (32) Hamilton T-1 EMS Transport Ventilators with Adaptive Support Ventilation in the amount of \$619,242.32, exempting Hamilton Medical, Inc. from the competitive bidding requirements established by Section 262.024(a)(7) of the Texas Local Government Code, Discretionary Exemptions, as the sole provider for the Hamilton T-1 EMS Transport Ventilators with Adaptive Support Ventilation and supplies and authorizing the execution of the Purchase Agreement.

Background

The sole source request was posted in Bonfire for fourteen (14) days with no competitive responses received. If approved, the requested Sole Source designation will be applicable for a period of thirty-six (36) months. The Hamilton T-1 is an EMS transport ventilator with various functionality along with Wi-Fi capabilities which will allow ventilator patient data to be pushed to the cloud and pulled into electronic medical record for accurate patient care documentation and is conducive to EMS operations. The approved funding is in the amount of \$619,242.32. Funding source is 445P EMS-RFLS (Respirators for Life Saving), 445A, task 6, equipment. Point of Contact is John Gonzales.

Fiscal Impact

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

Attachments

- Purchasing Agent Sole Source Recommendation
- Purchase Contract
- EMS Recommendation
- Sole Source Purchase Announcement
- Hamilton Sole Source Letter
- Hamilton Sole Source Affidavit

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/04/2023 04:14 PM
County Judge Exec Asst.	Becky Pruitt	10/04/2023 04:23 PM
Form Started By: Gretchen Glenn		Started On: 10/04/2023 01:17 PM
Final Approval Date: 10/04/2023		



DATE: 9/13/23

TO: Williamson County Commissioner's Court

RE: Sole Source recommendation for Hamilton Medical, Inc.
HAMILTON – T1 Model Transport Ventilator and Consumables

Greetings County Judge and Commissioners,

Recently our Emergency Medical Services (EMS) Department made a request for a contract with Hamilton Medical, Inc. for the purchase of the HAMILTON – T1 Model Ventilator and Consumables that is designed specifically for transport environments. The request was made as a Sole Source request. The quote amount for thirty (32) generators totals \$619,242.32. **These actions require qualification as a sole source purchase of the HAMILTON T1 product.** This product is supplied only by Hamilton Medical, Inc. who is the owner, and the only distributor of these goods.

After reviewing all documentation submitted and running our announcement process on our solicitation portal I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7).

The process has included the following:

- Public posting of Intent to Award Sole Source in Bonfire for 14 days, August 29th through September 12th, 2023;
 - 2,542 vendors were notified directly of the opportunity;
 - The posting received one (1) document takers, but zero (0) responses were received from competitors;
- A signed Sole Source Justification Request from Mike Knipstein, EMS Director;
- A signed letter of justification from the supplier, establishing why their product/service is only available from their company;
- A notarized Sole Source Affidavit completed by the supplier;
- A price quote of requested items/services and amendment.

The term of this Sole Source exemption will be effective for 36 months from the date of approval.

If you have any questions or concerns, please contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read 'JS' or similar initials.

Joy Simonton
Purchasing Agent
Williamson County Purchasing Department

WILLIAMSON COUNTY PURCHASE CONTRACT

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to 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 PURCHASE CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **the undersigned vendor** (hereinafter “Vendor”), both of which are referred to herein as the parties. The County agrees to purchase and the Vendor agrees to sell the goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Vendor shall provide County the goods described in the attached Quote(s)/Proposal(s) being marked as **Exhibit “A,”** which is incorporated herein to the extent it meets or exceeds the County’s solicitation, if applicable.

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

II.

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

III.

Consideration and Compensation: County shall pay Vendor for the goods in the amount set out in **Exhibit “A.”** Payment for the goods 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; or (2) the date the Williamson County Auditor

receives an invoice for the goods. 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.

Confidentiality: Vendor 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.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Vendor shall not in any sense be considered a partner or joint venturer with the County, nor shall Vendor hold itself out as an agent or official representative of the County. Vendor 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 Vendor or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR 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 VENDOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. VENDOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF 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 VENDOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

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

XIII.

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

XIV.

No Assignment: Vendor may not assign this Contract.

XV.

Foreign Terrorist Organizations: Vendor 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.

XVI.

Public Information: Vendor 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.

XVII.

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

XVIII.

Media Releases: Vendor 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.

XIX.

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.

XX.

Entire Contract & Incorporated Documents: Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable;
- B. Additional Requirements for ARPA Funds, marked as **Exhibit "B;"** and
- C. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow.

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.

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

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 20____

VENDOR:

Hamilton Medical, Inc.

Name of Vendor

Dan Brooks

Authorized Signature

Dan Brooks

Printed Name

Date: September 28th, 2023

Cooperative Purchasing Contract or Agreement (if applicable): 23SS107

Exhibit "A"
Quote/Proposal

Hamilton Medical, Inc.
 4655 Aircenter Circle
 Reno, NV 89502
 Phone:(775)858-3200
 Fax:(775)856-5621
 www.hamilton-medical.com



Quote Date: 9/15/2023

Williamson County EMS
 3189 South East Inner Loop
 Georgetown, Texas 78626

Emergency Medical Services
 WCE.32T1.091523.GM

Attention: John Gonzales
 +1 512-943-1491
 jgonzales@wilco.org

Qty	PART #	DESCRIPTION	UNIT LIST PRICE	QUOTED PRICE	EXTENDED DISCOUNT	EXTENDED PRICE
32	11001R	HAMILTON-T1 EMS Package	\$21,925.68	\$16,500.00	\$173,621.76	\$528,000.00
1	59600	Clinical Training	\$2,163.20			Included
32	161066	HAMILTON-T1 NIV, NIV S/T Application	\$2,143.22			Included
32	10102137	HAMILTON-T1 Universal Mount Handle	\$0.00			Included
32	355198	HAMILTON-C3/C2/C1/T1 POWER CORD	\$26.65			Included
32	160470	DISS CONNECTOR O2 - PLATFORM C	\$107.72			Included
32	10105900	HAMILTON-T1 O2 Cell- Initial Order	\$141.94			Included
32	10102336	HAMILTON-T1 English (USA) Language Kit	\$0.00			Included
32	10102150	HAMILTON-T1 Li-Ion Batteries (Qty 2)- Initial Order	\$617.97			Included
32	10102127	HAMILTON-T1 USA Customization	\$0.00			Included
32	10102122	HAMILTON-T1 Adult/Pediatric Configuration	\$0.00			Included
Sub Total						\$528,000.00
Additional Items						
6	3691040	HAMILTON-C3/C2/C1/T1/MR1 Battery Calibrator w/ Cord	\$534.97	\$437.24	\$586.38	\$2,623.44
32	10102142	HAMILTON-T1 Comm Board (CO2,SPO2,COM1) New Unit	\$666.05	\$566.14	\$3,197.12	\$18,116.48
32	161088	HAMILTON-T1 High Flow O2 Therapy Application	\$3,121.19	\$2,203.20	\$29,375.68	\$70,502.40
Sub Total						\$91,242.32
Trade-in						\$0.00
Sub Total						\$619,242.32
Sales Tax					0.000%	\$0.00
Shipping Charges						\$0.00
Quantity Discount						\$0.00
Quote Total						\$619,242.32
Finance Option	No. of Periods (Months)	0	Monthly Payment	\$0.00		

Comments:

Hamilton Medical Inc. Emergency Medical Services Terms and Conditions of Sale

- 1. Prices**
Prices are in US Dollars.
- 2. Payment terms**
NET 30 days after invoice date. Payment terms are not extended while waiting for the issuance of a credit.
- 3. Freight terms**
FOB Origin Pre-paid and added
- 4. Warranty**
Two year parts & One year labor on new equipment. Ninety (90) day warranty on any upgrade parts. Extended warranties are available. The CO2 Capnostat 5 sensor and Aerogen cable have a One year manufacturer's warranty. All turbines installed in Hamilton-C1/T1/MR1/C6/C3 ventilators shipped from Hamilton Medical AG on or after July 1st, 2014 are warranted for five (5) years against defects in design, material and workmanship under normal use for which it is intended. During the warranty period, Hamilton Medical will repair or replace, at its discretion, defective components or assemblies.
- 5. Validity:**
The prices quoted are valid through November 30th, 2023.
- 6. Technical Support**
Twenty four-hour/seven days per week / three hundred sixty five days per year telephone technical support is provided at no charge for the life of the Hamilton Medical, Inc. equipment.
- 7. Special Conditions**

Hamilton Medical, Inc. does not supply; the cables, hardware, software or middle ware needed to integrate Hamilton Medical equipment with any facilities current Hospital Information or Electronic Medical Record systems.

8. Trade-In Equipment

Quotations that include trade-in equipment; Hamilton Medical will offer a trade-in credit, per competitive ventilator, on a one-to-one basis. A mutual agreement for

the arrangement of the disposal/transfer of the trade-in ventilators needs to be made within 30 days after the delivery of the new equipment. All trade-in equipment must either be destroyed or released to an authorized Hamilton Medical representative within 60 days after the delivery of the new equipment. Failure to meet the stated dates will result in forfeiture of the total trade-in credit. Trade-in values may fluctuate based on market demand.

9. Delivery

Expected delivery within 60 days of receipt & acceptance of purchase order.

10. Advertising & Promotion

Hamilton Medical may include information about the use of Hamilton Medical products at through Hamilton Medical's distribution channels; including but not limited to, web sites, press releases and reference lists, in the form of text and/or photographic images. Prior to use and publication, all copy shall be forwarded for its approval, which approval shall not be unreasonably withheld or delayed.

11. Purchase Orders

Purchase orders can be placed via an e-mail to customer.service@hamiltonmedical.com or via a fax to (775)856-5621 or (775)420-3102.

12. Service Training Tuition

If applicable, service training tuition credits are valid for three years from the date of invoice. If the tuition is not used within three years, it will be forfeited and cancelled.

13. Financing

Monthly payment is based on credit approval. All submitted documentation must be satisfactory to Hamilton Medical Financial. Should you have any questions, please contact Ben Hardy at (952)516-7192 or BHardy@vendorservicesgroup.com

14. Sales Tax

Sales tax will be included on quotations for facilities that do not have a tax exemption certificate on file with Hamilton Medical, Inc. If applicable, provide Hamilton Medical, Inc. with a current tax exemption certificate to receive a quotation without sales tax. Once a current tax exemption certificate is provided, Hamilton Medical, Inc. will update your account to reflect the tax exempt status.

All information and pricing contained in this agreement is legally privileged and/or CONFIDENTIAL information to be shared only between Hamilton Medical Inc. and the direct recipient of this quote. You are hereby notified that any dissemination, distribution or copying of this agreement and/or Exhibits outside of Hamilton Medical Inc. and employees is strictly prohibited.

Quote Date Friday, September 15, 2023

Account Manager Gena Metzger

Account Manager Phone: (945) 214-2808

Account Manager Email gena.metzger@hamiltonmedical.com

Phone:(775)858-3200
Fax:(775)856-5621
www.hamilton-medical.com

Version 17.4

Exhibit “B”

ADDITIONAL REQUIREMENTS MAY BE APPLICABLE RELATED TO THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES) AND THE AMERICAN RESCUE PLAN ACT (ARPA) (C.F.D.A. 21.027) WHERE FUNDING MANDATES LEGAL COMPLIANCE:

1. **Use of Funds.**

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. **Reporting.** Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. **Maintenance of and Access to Records**

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. **Administrative Costs.** Recipient may use funds provided under this award to cover both direct and indirect costs.
7. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by Recipient.
8. **Conflicts of Interest.** Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. **Compliance with Applicable Law and Regulations.**
 - a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement

to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - x. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
 11. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
 12. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
 13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
 14. **Debts Owed the Federal Government.**
 - a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. **Disclaimer.**

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. **Protections for Whistleblowers.**

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress.
 - ii. An Inspector General.
 - iii. The Government Accountability Office.
 - iv. A Treasury employee responsible for contract or grant oversight or management.
 - v. An authorized official of the Department of Justice or other law enforcement agency.
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

19. **Clean Air Act and The Federal Water Pollution Control Act Compliance.** Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

20. **Suspension and Debarment.**
 - (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

 - (2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

 - (3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

 - (4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

21. **Recovered Materials.** (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(1) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(2) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

22. **Access to Records.** The following access to records requirements applies to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

23. **Use of DHS Seals and Related Items.** The Vendor shall not use Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

24. **Compliance with Federal Law and FEMA Rules.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
25. **Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended).** Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
26. **No Federal Government Obligations.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.
27. **False Claims Act Compliance and Program Fraud Prevention.** The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.



Williamson County Emergency Medical Services

To Respect, Care and Serve



April 20, 2023

Joy Simonton
Purchasing Agent
Williamson County Purchasing

Re: Letter of Recommendation for Sole Source

Ms. Simonton,

Please accept this letter as my formal recommendation that Williamson County accept Hamilton Medical as the sole source supplier for Hamilton – T1 Transport Ventilator.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Knipstein".

Mike Knipstein
Director
Williamson County EMS



Sole Source Purchase Announcement

INFORMATION

Williamson County, Texas intends to award a sole-source contract with **HAMILTON MEDICAL, INC** for the following item(s): **HAMILTON -T1 model ventilator and consumables**

THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.

Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow.

If no affirmative responses are received by **5:00 PM CST on Tuesday, September 12, 2023** showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.

VENDOR RESPONSE

Vendors may submit any clear and compelling evidence of competitive equivalency to the items described in this RFI.



Hamilton Medical, Inc.
4655 Aircenter Circle
Reno, Nevada 89502

04/18/2023

Hamilton Medical Sole Source Letter

To Whom It May Concern:

This letter is to confirm that the Hamilton Medical, HAMILTON-T1 model ventilator and consumables are sole source products, manufactured, sold and distributed exclusively by Hamilton Medical, Inc. No division of Hamilton Medical, nor any other company, makes a similar or competing products. These products must be purchased directly by institutions from Hamilton Medical, Inc. at the address listed above. There are no agents or dealers authorized to represent this product.

Additionally, competition is precluded by the existence of an agreement with the manufacturer, who has given us an exclusive right to market these products.

There is no other like item(s) or products(s) available for purchase that would service the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution and marketing rights.

If you desire additional information, don't hesitate to visit our website, www.hamilton-medical.com

Thank you for your interest in our products.

With kind regards,

A handwritten signature in blue ink, appearing to read "RH", is located below the text "With kind regards,".

Robert Hamilton
CEO
Hamilton Medical, Inc.



Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

~~STATE OF TEXAS~~
~~COUNTY OF WILLIAMSON~~

VH State of Nevada
County of Washoe

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Robert Hamilton, who after being duly sworn on oath stated the following:

My name is Robert Hamilton. My title is CEO.

I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: HAMILTON-TI. I am the sole-source supplier of this item because: we do not use distributors and are the manufacturer for this item. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 9 day of June, 2023.

[Signature]

[Signature]

Robert Hamilton, CEO

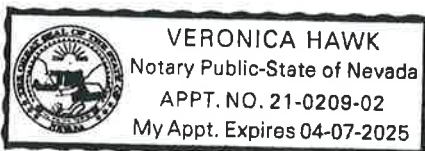
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on June 9th, 2023, by Robert Hamilton.
[Printed Name]

[Signature]

[Signature] Notary Public

State of Nevada
My Commission expires on 04-07-2025



Commissioners Court - Regular Session

27.

Meeting Date: 10/10/2023

Corridor C SH29 Bypass CAS Letter of Transfer

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any appropriate action regarding a Letter of Transfer for archeological collections and/or records from Williamson County to the Center for Archeological Studies (CAS), Texas State University, for artifacts, field records, photos, and report obtained as part of the Texas Historical Commission permit process on Corridor C (SH 29 Bypass), a Road Bond Project in Commissioner Pct. 4. Project: P459

Background

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any specimens or records are to be kept by the CAS. Upon completion of the permitted project, a copy of the final report and/or specimens will be provided to CAS per 13 TAC 26.16 and 26.17 for their records.

Fiscal Impact

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

Attachments

CorridorC(SH29Bypass)-CAS-Letter

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

10/05/2023 11:30 AM

Started On: 09/28/2023 02:00 PM

Center for Archaeological Studies
Texas State University
601 University Drive, Trinity 120
San Marcos, Texas 78666
(512) 245-2724 / casuration@txstate.edu



GOVERNMENTAL AGENCY LETTER OF TRANSFER/OWNERSHIP

This letter documents the transfer of archaeological collections and/or records from

Name of governmental agency and/or subdivision

to the Center for Archaeological Studies (CAS), Texas State University, for the following:

Project Name & Number: _____

Permitting Agency: _____ Permit Number: _____

Project Area/County(ies): _____

Site(s) Recorded/Revisited: _____

Description of Materials: _____

The transfer of the above-described documents and materials to CAS is made for the purpose of allowing CAS to retain in trust for the governmental entity in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAS may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAS is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as the Sponsoring Agency and/or Landowner. Unless otherwise prohibited by state or federal law or regulation, CAS agrees that upon the written request of the governmental entity, the materials shall be returned to the governmental entity for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

Signature - Authorized Agent of Governmental Entity

Signature - Submitting Archaeologist

Print or Type Name

Print or Type Name

Title/Position

Title/Position

Company

Company

Date

Date

Mailing Address

Mailing Address

City, State, Zip

City, State, Zip

Commissioners Court - Regular Session

28.

Meeting Date: 10/10/2023

East WilCo Highway (SE Loop Seg 2) JMT PSA Amendment No. 5

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 5 to the Corridor A-1/Southeast Loop Segment 2/East WilCo Highway contract between Williamson County and Johnson, Mirmiran & Thompson, Inc. (JMT) relating to the 2019 Road Bond Program.

Project: P392 Fund Source: Road Bonds

Background

This Contract Amendment No. 5 increases the compensation cap by \$1,000,000.00 from \$6,500,000.00 to \$7,500,000.00. This will allow the engineer JMT to process Supplemental No. 2 to Work Authorization No. 5 which authorizes updating 100% design to account for pending geotechnical investigation, QL & SUE, requests for reduced impact areas for jurisdictional crossings, adjusting interim access and pond configuration near parcels 36, 40, and 47, and grant proposal support. The Contract Amendment No. 5 also updates the Exhibit D - Rate Schedule utilizing the CPI equation from the contract.

Fiscal Impact

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

Attachments

SELoopSeg2EastWilCoHwy-JMT-Amendment05

SELoopSeg2EastWilCoHwy-JMT-WA05Supp02

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

10/05/2023 11:32 AM

Started On: 10/04/2023 04:34 PM

CONTRACT AMENDMENT NO. 5
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Southeast Loop Phase 2 (CR137 to CR404) ("Project")
Corridor A-1 and A-2 (LRTP)

THIS CONTRACT AMENDMENT NO. 5 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Johnson, Mirmiran & Thompson, Inc. (JMT) (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 13, 2017 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$6,500,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$6,500,000.00 to \$7,500,000.
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D-5.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:

By: K. Flagg
Signature

Kristi Flagg
Printed Name

Senior Vice President
Title

October 3, 2023
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

APPROVED
By Christen Eschberger at 9:36 am, Oct 05, 2023

EXHIBIT D-5

RATE SCHEDULE

CPI ADJUSTMENT CALCULATION	
BASE (1982-84) = 100	100
March 2017 PSA SIGNED	236.154
February 2023	292.285
DELTA	23.77%

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’s written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit D-5 Rate Schedule
TRANSPORTATION CORRIDOR A-1

Johnson, Mirmiran & Thompson, Inc.

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour
Project Director	\$225.00	\$278.48
Sr. Project Manager	\$220.00	\$272.29
Senior Professional 2	\$200.00	\$247.54
Senior Professional 1	\$175.00	\$216.60
Professional 2 / Sr. Engineering Technician	\$150.00	\$185.65
Professional 1 / Engineering Technician	\$115.00	\$142.33
Admin / Clerical	\$65.00	\$80.45

Exhibit D-5 Rate Schedule
TRANSPORTATION CORRIDOR A-1
Alliance Transportation Group, LLC.

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour
Project Principal	\$250.00	\$309.42
Senior Project Engineer	\$244.00	\$302.00
Senior Engineer	\$193.00	\$238.87
Project Engineer	\$144.00	\$178.23
Engineer-in-Training (EIT)	\$101.00	\$125.01
Senior Engineering Technician	\$133.00	\$164.61
Engineering Technician	\$90.00	\$111.39
Planning Director	\$230.00	\$284.67
Senior Travel Demand Modeler	\$182.00	\$225.26
Travel Demand Modeler III	\$137.00	\$169.56
Travel Demand Modeler II	\$117.00	\$144.81
Senior Planner	\$162.00	\$200.51
Planner II	\$125.00	\$154.71
Planner I	\$85.00	\$105.20
Project Administrator	\$104.00	\$128.72
Clerical	\$65.00	\$80.45

Exhibit D-5 Rate Schedule
TRANSPORTATION CORRIDOR A-1

Buie & Co. Public Relations

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour
Principal	\$185.00	\$228.97
Account Manager	\$140.00	\$173.28
Graphic Designer	\$125.00	\$154.71
Account Coordinator	\$120.00	\$148.52
Administrative	\$58.00	\$71.79

Exhibit D-5 Rate Schedule
TRANSPORTATION CORRIDOR A-1

Stantec Consulting Services, Inc.

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour
Sr. Environmental Scientist II	\$150.00	\$185.65
Sr. Environmental Scientist I	\$130.00	\$160.90
Environmental Professional II	\$110.00	\$136.15
Environmental Professional I	\$95.00	\$117.58
Environmental Staff III	\$85.00	\$105.20
Environmental Staff II	\$75.00	\$92.83
Environmental Staff I	\$65.00	\$80.45
Environmental Tech II	\$55.00	\$68.07
Environmental Tech I	\$45.00	\$55.70

Exhibit D-5 Rate Schedule
TRANSPORTATION CORRIDOR A-1

Cobb, Fendley & Associates

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour
Senior Engineer	\$235.00	\$290.86
Project Engineer	\$125.00	\$154.71
Senior Tech	\$135.00	\$167.09
Tech	\$110.00	\$136.15
Senior Utility Specialist	\$150.00	\$185.65
Utility Specialist	\$125.00	\$154.71

Exhibit D-5 Rate Schedule
TRANSPORTATION CORRIDOR A-1

HVJ, Inc.

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour
Senior Project Manager	\$175.00	\$216.60
Project Engineer	\$125.00	\$154.71
Staff Engineer	\$100.00	\$123.77
Senior Technician	\$60.00	\$74.26
Technician	\$55.00	\$68.07

Exhibit D-5 Rate Schedule
TRANSPORTATION CORRIDOR A-1

Hardesty & Hanover, LLC

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour
Principal Engineer	\$200.00	\$247.54
Senior QC Engineer	\$165.00	\$204.22
Senior Project Manager	\$155.00	\$191.84
Senior Engineer	\$145.00	\$179.46
Project Engineer	\$120.00	\$148.52
Design Engineer	\$105.00	\$129.96
Engineer-in-Training II	\$95.00	\$117.58
Engineer-in-Training	\$87.00	\$107.68
Graduate Engineer	\$70.00	\$86.64
Senior CAD Manager	\$120.00	\$148.52
CAD Technician	\$85.00	\$105.20
Junior CAD Technician	\$70.00	\$86.64
Admin/Clerical	\$60.00	\$74.26

Exhibit D-5 Rate Schedule
TRANSPORTATION CORRIDOR A-1

Rifeline

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour
President	\$200.00	\$247.54
Vice President	\$180.00	\$222.78
Sr. Public Affairs Manager	\$180.00	\$222.78
Director of Communications and Strategy	\$170.00	\$210.41
Public Involvement Manager	\$160.00	\$198.03
Community Outreach manager	\$150.00	\$185.65
Community Outreach Coordinator	\$120.00	\$148.52
Admin/Clerical	\$58.00	\$71.79

Exhibit D-5 Rate Schedule
TRANSPORTATION CORRIDOR A-1

Surveying and Mapping, LLC

Labor/Staff Classification	FY 2017 Fully Burdened Labor Rates Per Hour	FY 2023 Fully Burdened Labor Rates Per Hour
Principal	\$170.00	\$210.41
Senior Project Manager	\$145.00	\$179.46
Project Manager	\$125.00	\$154.71
Senior Survey Technician	\$96.00	\$118.82
Survey Technician	\$88.00	\$108.92
Administrator/Clerical Support	\$70.00	\$86.64
Two (2) Person Survey Field Crew	\$130.00	\$160.90
Three (3) Person Survey Field Crew	\$160.00	\$198.03
Additional Rodperson, Chainperson, Flagperson	\$32.00	\$39.61
One (1) Person Survey Field Crew with Receiver or Robotic Total Station	\$105.00	\$129.96
Project Coordinator – Mobil LiDAR	\$120.70	\$149.39
Mobile LiDAR Processing Technician	\$96.56	\$119.51
Project Coordinator – AM	\$131.67	\$162.97
Certified Photogrammetrist	\$108.26	\$133.99
Analytical Triangulation Specialist	\$85.35	\$105.64
Aerial Mapping Technician	\$86.32	\$106.84
Orthophoto Specialist	\$86.32	\$106.84
Mapping Editor (includes QA/QC, Finishing and Finalization)	\$75.34	\$93.25
Aerial Office Technician	\$73.15	\$90.54
Project Coordinator – AP	\$115.02	\$142.36
Aerial Processing Technician	\$84.82	\$104.98
Project Coordinator -FWAL	\$110.37	\$136.60
Airborne LiDAR Processing Technician	\$86.29	\$106.80
Project Coordinator - HAL	\$110.46	\$136.72
Helicopter LiDAR Processing Technician	\$107.71	\$133.31
Geospatial Project Manager, Senior	\$215.00	\$266.10
Geospatial Project Manager	\$175.00	\$216.60
Photogrammetrist/Project Lead	\$115.00	\$142.33
2 Person UAS Crew – Unmanned Pilot & Observer	\$195.00	\$241.35
Pilot	\$130.00	\$160.90

Exhibit D-5 Rate Schedule Direct Expenses
TRANSPORTATION CORRIDOR A-1

Johnson, Mirmiran & Thompson, Inc.

DESCRIPTION	UNIT	2017 UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	\$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	\$0.75
In-house Photocopies B/W (11" X 17")	Per Page	\$0.32
In-house Photocopies Color (11" X 17")	Per Page	\$1.50
In-house Plots (B/W on Bond)	SF	\$0.75
In-house Plots (Color on Bond)	SF	\$1.75
In-house Large Format Plotting	SF	\$2.50
In-house Mounting of Large Exhibits	SF	\$10.00

Exhibit D-5 Rate Schedule Direct Expenses
TRANSPORTATION CORRIDOR A-1

Alliance Transportation Group, LLC.

DESCRIPTION	UNIT	2017 UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	\$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	\$0.75
In-house Photocopies B/W (11" X 17")	Per Page	\$0.32
In-house Photocopies Color (11" X 17")	Per Page	\$1.50
24 Hour counts (4)	Each	\$135.00
2-Hour Turning Movement Counts (2)	Each	\$650.00

Exhibit D-5 Rate Schedule Direct Expenses
TRANSPORTATION CORRIDOR A-1

BUIE & Co. Public Relations

DESCRIPTION	UNIT	2017 UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	\$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	\$0.75
In-house Photocopies B/W (11" X 17")	Per Page	\$0.32
In-house Photocopies Color (11" X 17")	Per Page	\$1.50

Exhibit D-5 Rate Schedule Direct Expenses
TRANSPORTATION CORRIDOR A-1

Stantec Consulting Services, Inc.

DESCRIPTION	UNIT	2017 UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	\$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	\$0.75
In-house Photocopies B/W (11" X 17")	Per Page	\$0.32
In-house Photocopies Color (11" X 17")	Per Page	\$1.50
Hazardous Materials Database Search	Per Search	\$550.00
Environmental Database Search	Per Mile	\$250.00
Historical Aerial Photographs	Each	\$35.00
Noise Meter Rental	Per Project	\$165.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	Day	\$40.00
Backhoe Rental	Day	\$1,350.00
TARL Curation Fee	Drawer	\$3,640.00
TARL Site Registration	Site	\$96.00
Overnight Mail – Letter Size	Each	\$22.95
Overnight Mail – Oversized Box	Each	\$70.00

Exhibit D-5 Rate Schedule Direct Expenses
TRANSPORTATION CORRIDOR A-1

Cobb Fendley & Associates, Inc.

DESCRIPTION	UNIT	2017 UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	\$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	\$0.75
In-house Photocopies B/W (11" X 17")	Per Page	\$0.32
In-house Photocopies Color (11" X 17")	Per Page	\$1.50
In-house Plots (B/W on Bond)	SF	\$0.75
In-house Plots (Color on bond)	SF	\$1.75

Exhibit D-5 Rate Schedule Direct Expenses
TRANSPORTATION CORRIDOR A-1

HVJ, Inc.

DESCRIPTION	UNIT	2017 UNIT COST
Rig Mobilization	Each	\$566.50
Undisturbed Sample Boring w/3" Shelby Tube	LF	\$22.50
Add Rock Coring (Rock Voing Cost-Soft&Hard Rock)	LF	\$22.50
Texas Cone Penetration	Each	\$25.00
Standard Penetration Test	Each	\$22.50
Grout Backfill	LF	\$5.00
Moisture Content	Each	\$18.00
Hydrometer Test	Each	\$200.00
Atterberg Limits Test	Each	\$75.00
Unconfined Compressive Strength Test	Each	\$65.00
Texas Triaxial Test	Each	\$1,750.00
Percent Passing No. 200 Sieve Test	Each	\$35.00
Sulfate Testing	Each	\$75.00
Soil pH Testing	Each	\$200.00
Consolidation Testing	Each	\$350.00
Swell Test	Each	\$300.00
Mobilization/Demobilization for Falling Weight	Each	\$400.00
FWD Equipment	Day	\$2,600.00
Sieve Analysis	Each	\$77.25
Consolidated Undrained Triaxial Testing	Each	\$725.00
Unconsolidated Undrained Triaxial Testing	Each	\$135.00
Soil Lime/Cement Compression Testing	Each	\$1,750.00
California Bearing Ration Testing	Each	\$600.00
Traffic Control	Day	\$2,500.00
Clearing	Day	\$3,000.00
ATV Rib Mobilization Surcharge	Each	\$1,500

Exhibit D-5 Rate Schedule Direct Expenses
TRANSPORTATION CORRIDOR A-1

Hardesty & Hanover, LLC.

DESCRIPTION	UNIT	2017 UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	\$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	\$0.75
In-house Photocopies B/W (11" X 17")	Per Page	\$0.32
In-house Photocopies Color (11" X 17")	Per Page	\$1.50
In-house Plots (B/W on Bond)	SF	\$0.75
In-house Plots (Color on Bond)	SF	\$1.75
In-house Large Format Plotting	SF	\$2.50
In-house Mounting of Large Exhibits	SF	\$10.00

Exhibit D-5 Rate Schedule Direct Expenses
TRANSPORTATION CORRIDOR A-1

Rifeline

DESCRIPTION	UNIT	2017 UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	\$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	\$0.75
In-house Photocopies B/W (11" X 17")	Per Page	\$0.32
In-house Photocopies Color (11" X 17")	Per Page	\$1.50

Exhibit D-5 Rate Schedule Direct Expenses
TRANSPORTATION CORRIDOR A-1

Surveying and Mapping, LLC

DESCRIPTION	UNIT	2017 UNIT COST
In-house Photocopies B/W (8 1/2" X 11")	Per Page	\$0.16
In-house Photocopies Color (8 1/2" X 11")	Per Page	\$0.75
In-house Photocopies B/W (11" X 17")	Per Page	\$0.32
In-house Photocopies Color (11" X 17")	Per Page	\$1.50
In-house Plots (B/W on Bond)	SF	\$0.75
In-house Plots (Color on Bond)	SF	\$1.75
In-house Large Format Plotting	SF	\$2.50
In-house Mounting of Large Exhibits	SF	\$10.00
In-house Traffic Control	Day	\$1,500.00
GPS Receiver	Hour	\$25.00
Terrestrial Laser Scanner	Hour	\$80.00
LiDAR Workstation	Hour	\$25.00
Helicopter Rate	Hour	\$1,650.00
Aerial Lidar System	Day	\$6,500.00
Digital Imagery Processing	Each	\$20.00
LiDAR Mobile Mapping System	Day	\$6,000.00
Aerial Photography Flight Crew Fixed Wing Aircraft	Hour	\$180.00
LiDAR Flight Crew Fixed Wing Aircraft (includes Pilot and Lidar Operator)	Hour	\$192.00
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	Mile	\$5.90
AP Transit Miles	Mile	\$20.00
AP Project Flight Miles	Project	\$2,250.00
AP ABGPS Processing	Mile	\$6.00
FWAL Transit Miles	Mile	\$20.00
FWAL Project Flight Miles	Mile	\$16.00
B&W processing (film, development, scanning)	Each	\$23.00
CIR processing (film, development, scanning)	Each	\$26.00
Color processing (film, development, scanning)	Each	\$26.00

Exhibit D-5 Rate Schedule Direct Expenses
TRANSPORTATION CORRIDOR A-1

Digital Image Processing

Each

\$20.00

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

WILLIAMSON COUNTY ROAD BOND PROJECT:
Southeast Loop Phase 2 PS&E

This Supplemental Work Authorization No. 2 to Work Authorization No. 5 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 13, 2017 (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Johnson, Mirmiran & Thompson, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 5 dated effective July 16, 2021 (the “Work Authorization”);

WHEREAS, pursuant to Article 14 of 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 Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The Services to be Provided by the County that were set out in the original Attachment “A” of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment “A” (must be attached).
- II. The Services to be Provided by the Engineer that were set out in the original Attachment “B” of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment “B” (must be attached).
- III. The Work Authorization shall terminate on July 22, 2024. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment “C” (must be attached).
- IV. The maximum amount payable for services under the Work Authorization is hereby increased from \$3,355,117.25 to \$4,356,768.71. The revised Fee Schedule is attached hereto as Attachment “D” (must be attached).

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 Engineer have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

ENGINEER:

By: K. Flagg
Signature

Kristi Flagg
Printed Name

Senior Vice President
Title

10/04/2023
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

LIST OF ATTACHMENTS

Attachment A5-2 - Services to be Provided by County

Attachment B5-2 - Services to be Provided by Engineer

Attachment C5-2 - Work Schedule

Attachment D5-2 - Fee Schedule

APPROVED
By Christen Eschberger at 9:37 am, Oct 05, 2023

ATTACHMENT A5-2
SERVICES TO BE PROVIDED BY THE COUNTY
SOUTHEAST LOOP PHASE 2

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of Count's project manager.
2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.
3. Obtain Rights of Entry from landowners
4. Provide available appropriate County data on file including plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections)
5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.
6. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.
7. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.
8. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.
9. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.
10. Post and maintain project information for public consumption on the County website.
11. Assist with Coordination between the Engineer and the County's other consultants.
12. Negotiate with all utility companies for any agreements and/or relocations required.
13. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

ATTACHMENT B5-2
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
SOUTHEAST LOOP PHASE 2

PROJECT DESCRIPTION

Project Limits

New location from CR 137 to CR 404.

Proposed Facility

Construct a new 2 lane roadway with a continuous two-way left turn lanes and shared use path to serve as the future eastbound / northbound frontage road.

TASK DESCRIPTIONS

The Engineer shall categorize each task performed to correspond with the following Task Numbers and descriptions.

Scope of work

Johnson, Mirmiran, & Thompson, Inc. has been requested and given notice to proceed on June 9, 2021 at scoping meeting to provide a detailed 45% Plans, Specification, and Estimate (PS&E) for Phase 2 of the Southeast Loop.

Supplemental #1 was to continue the effort and scope needed to advance the 45% PS&E to final construction documents.

Supplemental #2 adds Project Management effort past the original design effort to change project limits (tie into FM 3349 project north of Boggy Creek), incorporate QL A SUE not available prior to the 100% Submittal, missing ROE to complete the PS&E, for environmental services and supporting ROW exhibit requests. The supplemental adds additional effort for Submittal of an Approved Jurisdictional Determination, Submittal of Nationwide Permit and Historic Resources Coordination. Finally, the supplemental is needed to allow for design coordination, alternatives analysis and design revisions based on QL A SUE and coordination with utility companies to address utility conflicts, to reduce Waters of the U.S. impacts, and to support ongoing ROW acquisition efforts.

1. PROJECT MANAGEMENT (JMT)

a. General Project Management (April 2023 to May 2024):

- Designate one Licensed Professional Engineer (Texas) to be responsible for project management, and all communications with the County and its representatives.
- The Engineer shall establish a schedule for the engineering services to be performed by the subconsultants. The engineer shall be responsible for the coordination, supervision, review, and incorporation of the subconsultants' work.

b. Monthly Progress Report, Invoices, and Billings (April 2023 to May 2024):

- Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, list or description of items or decisions needed from the County and its representative. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

- Prepare correspondence, invoices, and progress reports monthly in accordance with current County requirements.
- c. Quality Assurance and Quality Control (QA/QC) Plan:
- For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
 - Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.
- d. Project Coordination & Administration (April 2023 to May 2024):
- Prepare and maintain routine project record keeping including records of meetings and minutes.
 - Correspondence and coordination will be handled through & with the concurrence of the GEC.
 - Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.
- e. Progress/Coordination Meetings:
- Attend monthly coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues (11 external meeting assumed).
 - Prepare agenda and sign-in sheets for external coordination/progress meetings (11 external meeting assumed).
 - Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting (11 external meeting assumed).
 - Conduct internal coordination meetings as required to advance the development of the project (11 internal meeting assumed).
- f. Stakeholder Coordination (Utility coordination and peer review coordination meetings):
- Coordinate with affected local agencies and County's consultants.
 - Attend meeting with stakeholders (6 meetings assumed).
 - Prepare agendas, sign in sheets, discussion topics, presentations, overall exhibits, and maps of the project limits for stakeholder coordination (6 meetings assumed).
 - Prepare meeting minutes for review via email within three (3) business days of the stakeholder coordination meetings (6 meetings assumed).

g. Project Schedule (April 2023 to May 2024):

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

h. Submittal Review Process:

- Attend Comment Resolution Meetings for each milestone submittal (Pre-final and Final 100% Update submittal).
- Respond to Review Comments (Pre-final and Final 100% Update submittal).

Deliverables:

- Monthly Invoices and Progress Reports including Deliverable Table
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable
- Document Response Comments

2. ROUTE AND DESIGN STUDIES (JMT) (No additional work in this supplemental)

3. DRAINAGE STUDY (JMT) Update H&H modeling and analysis to account for i) QL A SUE (includes Pond G1 near STA 11360+00 and ditches near STA 11258+00 and 1415+00), ii) requests for reduced impact areas for jurisdictional crossings (Waters of the U.S.) ((includes crossing F1, F2, and G near STA 11360+00)) and iii) to adjust pond configurations for ultimate conditions (including ponds E1 near STA 11285+00 and F5 near STA 11315+00), iv) an additional outfall to the project at Boggy Creek has been added to the plans set which will necessitate additional drainage P&P analysis/sheets, additional Hydrologic (HEC-HMS) and Hydraulic (HEC-RAS) modeling for the new bridge structure, and an impervious cover analysis. For the ultimate condition, the Engineer will analyze detention pond mitigation needed to attenuate adverse impacts to the receiving outfall stream.

a. Hydrologic Study & Modeling:

The 45% UCM identified conflicts with gas lines including Enterprise and Flint Hills Resources and recommended design changes. GEC and the Engineer were to review the UCM after the 100% Submittal and generate alternate designs for discussion with HNTB as applicable when SUE data is received. Additional modeling will be performed to account for the ultimate condition incorporating changes in mitigation requirements..

Detail the criteria, methodologies, results, and recommendations of the analysis.

- Modify existing hydrologic & hydraulic models to reflect updates needed for the existing & proposed conditions. Compare and document the study results with existing studies or models from WCIDs, USACE, TWDB, cities, etc., if available.

- Updated proposed condition drainage area maps.
 - Updates to the FEMA hydrologic models to incorporate revised Atlas 14 values is not included with this WA and will be considered additional services if added.
- b. Hydraulic Study & Modeling:
- Provide hydraulic models and/or calculations for the proposed structures and existing structures to remain.
 - Document existing conditions including size, length, flowline elevations, scour, flooding, erosion, or other notable conditions. Document source of hydraulic/channel cross sections.
 - Prepare design of the right of way drainage system, including cross drainage structures, using appropriate software (HEC-RAS, HY-8, SWMM, Bentley or other approved hydraulic modeling software). Culverts will be sized hydraulically, all other design of ROW drainage including roadside ditches will be included in the PS&E (Section 9) Section.
 - Compare and document the study results with existing studies or models from WCIDs, USACE, TWDB, cities, etc., if available.
 - Minimum pavement elevations based on design event WSEL for cross drainage flood elevations.
 - Determine the need for ROW or easements for the project. Coordinate with the County's GEC as needed to ensure that ROW, easements, and the space required for the appropriate maintenance equipment, activities and personnel is provided.
 - Provide electronic files for all data collected and any developed Hydrologic & Hydraulic models. Provide CAD and/or GIS files used in the study.
- c. Impact and Mitigation Analysis:
- Provide documentation of all adverse impacts resulting from the proposed facility in proposed condition. Provide a comparison of existing vs proposed at each outfall from the project area.
 - Coordinate with the County's GEC as needed to ensure that proposed mitigation and/or detention facilities are in an acceptable location and have acceptable access for both adjacent property owners and future maintenance activities. Provide landscaping setbacks, if requested. Criteria for this determination will be based, in part, on drainage information provided by the Engineer and on the existing and proposed design for the project area.
 - Provide analysis on adverse impacts to nearby buildings, property access points, and runoff patterns.
 - If detention is required, provide routing analysis of storm hydrographs for the proposed condition. Design stormwater control structures (both structural and non-structural), detention basin layouts and details and provide a detailed maintenance plan.

- The drainage peer review meetings will define the drainage approach and required mitigation.

d. **Deliverables:**

- Updated Drainage Report (Ultimate and Interim Design)
- Provide electronic files for all data collected and any developed Hydrologic & Hydraulic models. Provide CAD and/or GIS files used in the study.

4. PUBLIC INVOLVEMENT (JMT)

a. Individual Property Owner Meeting Support

- Prepare materials and provide support for meetings with Individual Property Owners. One person will attend from engineering team as requested (Support for 10 parcels/exhibits).

5. RIGHT OF WAY (ROW) MAPPING (JMT/SAM)

a. Right of Entry (ROE) Coordination: (JMT)

- Track and maintain list of parcels requiring ROE and priority parcels for the project team including surveying, geotechnical, environmental and drainage.

b. Parcel Acquisition Documents (3 remainder parcels, 3 parcels and additional ROW staking)

- Prepare draft parcel sketches and field notes documents for right of way parcel and easement acquisition.
- Set appropriate monumentation in accordance with County requirements. Prepare signed and sealed documents for right of way parcel and easement acquisition.
- Stake proposed right of way with suitable markers as requested on a parcel-by-parcel basis for the purposes of fence construction, utility installation, or property owner requests.

Deliverables:

- ROE parcel list updates with prioritization
- Draft Parcel Acquisition Documents (pdf)
- Final Parcel Acquisition Documents (one original and pdf)

6. FIELD SURVEYING (SAM) (No additional work in this supplemental)

7. ENVIRONMENTAL SERVICES (STN) (JMT)

a. Preparation and Submittal of an Approved Jurisdictional Determination (AJD) Request:

- Prepare and submit an AJD request to the Fort Worth District-USACE for the project. This includes the submittal of the AJD request letter, Delineation of Waters of the U.S. (including wetlands) Technical Report, and the appropriate federal forms.
- Submit the reports for review and comment, one time, make revisions based upon the reviews of the reports, and submit the final reports in a digital format.

- b. Preparation and Submittal of a Nationwide Permit (NWP) Application with pre-construction notification (PCN):
- Prepare and submit a NWP application to USACE and obtain the final permit for the project. NWP will be prepared in accordance with current USACE policies and regulations.
 - Prepare the appropriate documentation to support a NWP PCN, including figures, delineation documentation, cultural resources reports, and threatened and endangered species documentation.
- c. Historic Resources Coordination and Reporting
- Cultural resources personnel will conduct database searches of the Historic Sites Atlas maintained by the Texas Historical Commission (THC) to identify previously documented archeological sites, cemeteries, historical markers, properties, and districts listed on the NRHP, and SALs. Results of the search will be integrated with topographic maps, aerial photographs, and other appropriate data sources, including datasets from the Texas Department of Transportation, to prepare a letter to coordinate the project with the USACE and THC, including the establishment of an area of potential effects (APE). The APE is anticipated to be 300' from the project footprint, including documentation of the entirety of each parcel intersected by the APE. This scope includes documentation of a maximum of 50 resources.
 - Once the APE is approved, field investigations will be conducted, to the extent possible given restricted right of entry. Historians would produce a letter report including the items required by the THC's Request for SHPO Consultation Form. The report would include an inventory form for all historic-age properties surveyed, NRHP eligibility recommendation for each resource, an evaluation of the presence of eligible historic districts, and a recommendation regarding whether the proposed project would adversely affect NRHP listed or eligible properties or districts. A draft report will be submitted first to County for comments; these comments will be incorporated into a revised draft report to be submitted to the THC/USACE for review.
 - Establishment of permittee responsible mitigation solutions, including the acquisition of suitable mitigation land, is not included under this scope and fee.
- d. TxDOT Categorical Exclusion (CE) Documentation Update
- Update environmental documentation prepared previously for the TxDOT clearance at the intersections of FM 1660 and CR 3349.

Deliverables:

- Approved Jurisdictional Determination (AJD) Request
- NWP with PCN
- THC/USACE Cultural Resources Letter Report
- Updated CE documentation

8. GEOTECHNICAL SERVICES (HVJ)

a. Soil Borings:

- Perform three (3) retaining wall borings at requested locations and two (2) bridge borings at Boggy Creek to support 100% PS&E design updates. Borings will be drilled to a depth of 40' below existing grade.
- The Geotechnical Investigation Report will be updated to report the findings of the above referenced borings. The following items will be included in the geotechnical report: soil boring locations, boring logs (TxDOT WinCore output graphs/format), and plan of borings, subsurface exploration procedures, encountered subsurface conditions, field and laboratory test results, description of surface and subsurface conditions, groundwater conditions, analysis and recommendations for settlement, general earthwork recommendations, swell potential evaluations, pavement thickness design alternatives with subgrade stabilization, and PVR calculations. Follow the procedures in the Williamson County Design Criteria Manual and contact the appropriate utility location services to have underground utilities located prior to drilling in an area.
- Perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include but not limited to moisture content, liquid limit, plastic limit, unconfined compression, Texas Triaxial, and free swell, sulfate testing, and particle size analysis tests, visual classification, dry density, California Bearing Ratio (CBR) tests, sulfate content tests, and lime series analyses.
- Analysis of the samples will include slope stability analysis, and settlement analysis.

Deliverables:

- Updated Geotechnical Investigation Report

9. PLAN PREPARATION (PS&E) SERVICES (JMT/H&H) (Update 100% PS&E)

Update 100% design to account for i) pending geotechnical investigations, ii) QL A SUE, iii) requests for reduced impact areas for jurisdictional crossings (Waters of the U.S.), iv) to adjust interim access near Parcel 36/40 and Parcel 47, v) change in project limits (tie into FM 3349 project north of Boggy Creek) and v) per the current Williamson County Design Criteria Manual including applicable submittal requirements including cost estimate, checklists, hardcopies, CAD files, general notes, quantities, updated design schedule, construction time determination.

a. Roadway Design/General:

- Index of Sheets
 - Update index sheets for plan sheet updates resulting from the additional work included in this supplemental work authorization.
- Project Layout
 - Update project layout sheets to include revised design resulting from the additional

work included in this supplemental work authorization.

- General Notes
 - Update general notes to comply with design changes included in this supplemental work authorization.
- Construction Cost Estimate
 - Update construction cost estimate to comply with design changes included in this supplemental work authorization. In addition, update estimate bid item unit prices to reflect recent industry pricing trends.
- Horizontal Alignment Data
 - Update horizontal alignment data sheets to include revised design resulting from the additional work included in this supplemental work authorization.
- Quantity Summary Sheets
 - Update summary sheets to include revised design resulting from the additional work included in this supplemental work authorization.
- Roadway Plan & Profiles
 - Update roadway plan and profile sheets to include revised design resulting from the additional work included in this supplemental work authorization.
- Driveway Details
 - Update driveway layout sheets to include revised design resulting from the additional work included in this supplemental work authorization.
- Miscellaneous Roadway Details
 - Develop miscellaneous roadway detail sheets for the project that depict details required, which are not defined in standard detail sheets.
- Existing Utility Layouts
 - Develop design concepts to minimize impacts to major existing utilities. Provide these to the GEC and coordinate the provided concepts with the GEC to determine the recommended concepts. Update design to reflect the agreed upon concepts as coordinated with the GEC.
- Boring Layouts
 - Update boring layouts to reflect bores obtained after the 100% Submittal.
- Retaining Walls
 - Retaining wall key maps, alignment data sheets, typical sections, layouts, and miscellaneous retaining wall details sheets (including design data) will be updated to include revised design resulting from the additional work included in this supplemental work authorization.
- Cross Sections / Cut and Fill Quantities

- Update cross sections and earthwork analysis to include reflect revised design resulting from the additional work included in this supplemental work authorization.

b. Traffic Control:

- Traffic Control Plans (TCP)
 - Update traffic control narrative, traffic control typical sections, TCP layouts, and traffic control details to include revised design resulting from the additional work included in this supplemental work authorization.
 - Update Engineer’s opinion of construction schedule to determine an approximate duration for each of the phases of construction.

c. Signing and Pavement Markings Layouts

- Update signing and pavement marking layouts.
 - Unless otherwise directed by the County, all at-grade intersections are assumed to be all-way stops.
- Update pavement marking details for non-standard conditions.
- Update detail sheets for small signs for non-standard signs.

d. Bridge Design:

Bridge design will be completed with the availability of new geotechnical information. Bridge design shall comply with the COUNTY’s Design Criteria Manual, and relevant sections of the latest edition of TxDOT’s LRFD Bridge Design Manual, Bridge Project Development Manual, Bridge Detailing Guide, and respective checklists, and the AASHTO LRFD Bridge Design Specifications. The ENGINEER will analyze/ identify project-specific bridge design criteria per Wilco and TxDOT. Bridge structures are assumed to be typical TxDOT prestressed concrete girder superstructures with standardized bents and abutments with drilled shaft foundations and are based on the approved Interim Schematic.

- Prepare updated bridge layouts with typical sections for three bridges to incorporate new geotechnical information for the bridges below:
 - Brushy Creek Bridge, approximately 2,176 ft long (JMT)
 - SE Loop underpass near Station 1327+00, approximately 220 ft long (H&H)
 - SE Loop underpass near Station 1336+00, approximately 100 ft long (JMT)
 - SE Loop underpass near Station 1357+00, approximately 100 ft long (JMT)
- Prepare new bridge layout with typical section for one bridge as follows:
 - Boggy Creek Bridge, approximately 95 ft long (JMT)
- The bridge layouts shall include bridge typical sections, structural dimensions, abutment and bent locations, superstructure, and substructure types. The ENGINEER shall locate and plot soil borings, utilities, and show proposed retaining walls in the vicinity of the bridge. No phased construction is anticipated for the bridges listed above.

- Provide structural design calculations, plans, and details required for the bridge construction plans. Use TxDOT standards and details when practical. Modify TxDOT standards as required for project specific conditions. No special aesthetic features are anticipated for the bridge structure or bridge railing; standard TxDOT details will be used. Structural design, details, and tasks will include the following:
 - Estimated quantities and bearing seat elevations
 - Foundation details
 - Abutment details
 - Interior bent details
 - Prepare Final Bridge Cost Estimates.
 - Prepare Final PS&E submittals including Williamson County checklist.
 - Prepare Final calculation packages and CADD files.

- e. Scour Analyses (No additional work in supplemental).

- f. Drainage:
 - Drainage Area Maps
 - Develop proposed external drainage area maps for updates to show the overall project and drainage basin divides.
 - Add up to one sheet for the Boggy Creek Watershed analysis and up to two additional sheets for the ditch drainage areas.

 - Culvert Layout Sheets
 - Develop culvert layout sheets at all the major crossing locations, up to one (1) locations.
 - Identify areas of the culvert construction that will require trench protection or special shoring.

 - Hydraulic Data Sheets
 - Develop updated hydraulic data sheet at affected crossing locations.
 - Up to three sheets will be added for the Boggy Creek Hydraulic analysis.

 - Culvert Standards and Detail Sheets
 - Select culvert standards based on headwall configuration and fill conditions. Develop details as needed for non-standard headwalls, special grading at upstream and downstream transitions and energy dissipation.

 - Parallel Drainage design
 - Update interior drainage area maps that depict drainage area boundaries and flow direction arrows. Each area will be identified and cross-referenced to the calculation sheets.

- Two sheets will be added for the Boggy Creek additional roadway tie-ins.
 - Update Drainage plan and profiles
 - Storm Sewer Design
 - Design and analyze storm drains using Geopak Drainage.
 - Size inlets, laterals, trunk line and outfall. Develop designs that minimize the interference with the passage of traffic or incur damage to the highway and local property in accordance with the State’s Hydraulic Design Manual, District criteria and any specific guidance provided by the County.
 - Determine hydraulic grade line starting at the outfall channel each storm drain design. Use the design water surface elevation of the outfall as the starting basis (tailwater) for the design of the proposed storm sewer system.
 - Limit discharge into existing storm drains and existing outfalls to the capacity of the existing system, which will be determined by the Subconsultant.
 - Roadside Ditch Design
 - Update calculations for run-off to each hydraulic crossing or driveway culvert(s) and ditch hydraulic information in accordance with Williamson County Design Criteria Manual and shown on the run-off and ditch computation sheets.
 - New calculations will be performed for the additional roadway crossing over Boggy Creek.
 - Update tabular ditch layout schedule that depicts pertinent information about the roadside ditch geometry and design. This table will include station, offset, flow line elevation, velocity, ditch lining material, as well as ditch bottom width. The tables will be shown on the hydraulic data sheets.
 - Provide drainage design details for “non-standard” drainage structures in instances where they are not covered by County or TxDOT standard details. Use standard details where practical.
 - Update storm sewer standard details sheets
 - Update miscellaneous drainage details sheet(s)
- g. Stormwater Pollution Prevention Plan (SW3P):
- Update SWP3 sheet, and temporary erosion control layouts to include revised design resulting from the additional work included in this supplemental work authorization.
- h. Traffic Signal Design:
- The Engineer will prepare construction documents including plans, specifications and estimates (PS&E) for the installation of a four-approach traffic control signal at the intersection of FM 1660.
 - Preliminary Plans and Specifications:
 - The Engineer will prepare preliminary traffic signal designs for the project location.

The traffic signal design will be prepared based on TxDOT design standards & specifications plus the criteria outlined in the 2011 TMUTCD. The Engineer will prepare a conceptual layout showing the locations of the controller cabinet and signal poles. The conceptual layout will be utilized in a field review meeting with County staff, TxDOT and the electric utility provider. Adjustments will be made based on field conditions.

- Following the field review meeting, the Engineer will produce, provide internal quality control/quality assurance and submit preliminary plans to the County and TxDOT for review and comment. The plans will consist of the following:
 - Proposed Signal Layout
 - Signal Elevations
 - ADA Ramps and associated pedestrian poles, pedestrian signal heads, and pedestrian push button units
- Final PS&E: Following the review meeting described in Task 1, the Engineer will produce the final plans, specifications, and engineer's opinion of probable construction cost. Final plans and specifications will consist of:
 - General Notes and Summary of Quantities
 - Proposed Signal Layout
 - Signal Elevations
 - Signal Electrical Wiring Details
 - Signal Phasing and Detection Schemes
 - ADA Ramps and associated pedestrian poles, pedestrian signal heads, and pedestrian push button units
 - TxDOT Standard Details

Deliverables:

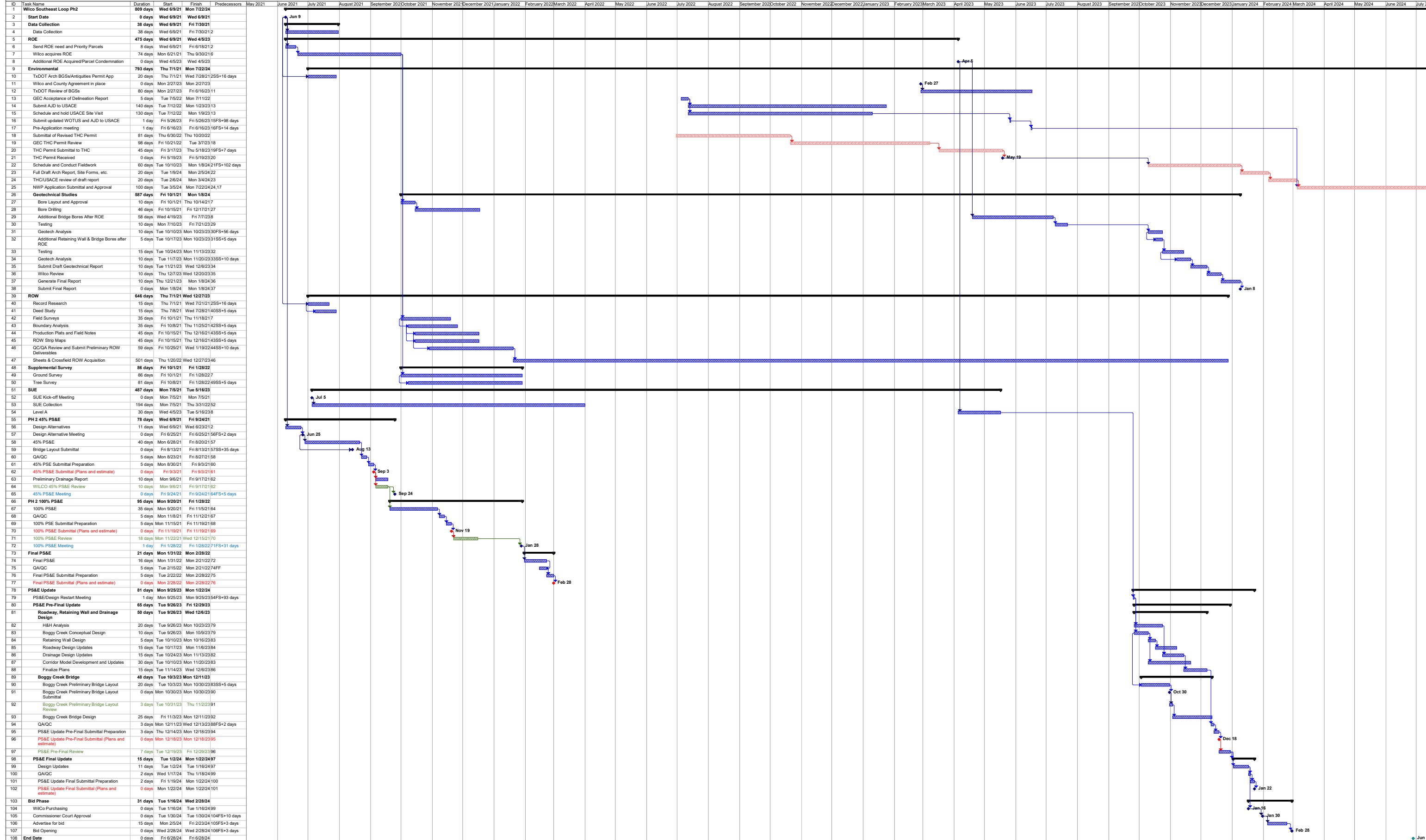
- Updated 100% PS&E and Final Submittals including applicable items per Williamson County Submittal Checklists.
- Preliminary and Final Bridge & Retaining Wall Layouts
- Drainage Models
- Bridge Calculations
- Traffic Signal Conceptual Layout (FM 1660)

10. BIDDING PHASE SERVICES (No additional work in this supplemental)

11. EXCLUSIONS:

- a. The following items are not included in this work authorization:
 - TRAFFIC DATA COLLECTION OR TRAFFIC ANALYSIS.
 - SCHEMATIC DEVELOPMENT.

- CLOMR OR LOMR.
- ENVIRONMENTAL REPORT FOR TEXAS ANTIQUITIES COMPLIANCE.
- ENVIRONMENTAL TECHNICAL REPORTS REQUIRED FOR NEPA EA CLEARANCE.
- CONSTRUCTION PHASE SERVICES.
 - UTILITY COORDINATION OR RELOCATION ESTIMATES.
 - PHASED BRIDGE CONSTRUCTION DETAILS.
 - BRIDGE COST COMPARISONS.



**EXHIBIT D5-2
FEE SCHEDULE**

**FOR
JOHNSON, MIRMIRAN & THOMPSON, INC**

Southeast Loop Phase 2

For services described in the Scope of Services, we request the compensation as detailed below. Cost breakdowns for engineering services and explanation of expenses are shown on the following pages.

SWA2 to WA5 AMOUNT

\$1,001,651.46

EXHIBIT D5-2 - FEE SCHEDULE

Fee Schedule Summary Johnson, Mirmiran & Thompson, Inc. Southeast Loop Phase 2

	Description of Work or Task	JMT (90.6%)	SAM (2.4%)	STN (3.4%)	HVJ (0.0%)	H&H (3.6%)	Cost / Task Totals
W A 5	Task 1. PROJECT MANAGEMENT	\$170,962.50	\$0.00	\$10,680.00	\$0.00	\$0.00	\$181,642.50
	Task 2. ROUTE AND DESIGN STUDIES	\$44,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,750.00
	Task 3. DRAINAGE STUDY	\$368,490.00	\$0.00	\$0.00	\$0.00	\$0.00	\$368,490.00
	Task 4. PUBLIC INVOLVEMENT (to be included at a later date)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Task 5. RIGHT OF WAY (ROW) MAPPING	\$22,800.00	\$33,024.00	\$0.00	\$0.00	\$0.00	\$55,824.00
	Task 6. SURVEYING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Task 7. ENVIRONMENTAL SERVICES	\$0.00	\$0.00	\$36,040.00	\$0.00	\$0.00	\$36,040.00
	Task 8. GEOTECHNICAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Task 9. PLAN PREPARATION (PS&E)	\$646,500.00	\$0.00	\$0.00	\$0.00	\$50,260.30	\$696,760.30
	Task 10. BIDDING PHASE SERVICES (To be included at a later date)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	FEE SCHEDULE SUMMARY		\$1,253,502.50	\$33,024.00	\$46,720.00	\$0.00	\$50,260.30
S W A 1 t o W A 5	Task 1. PROJECT MANAGEMENT	\$89,145.00	\$0.00	\$33,098.95	\$0.00	\$0.00	\$122,243.95
	Task 2. ROUTE AND DESIGN STUDIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Task 3. DRAINAGE STUDY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Task 4. PUBLIC INVOLVEMENT	\$54,540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,540.00
	Task 5. RIGHT OF WAY (ROW) MAPPING	\$0.00	\$171,763.00	\$0.00	\$0.00	\$0.00	\$171,763.00
	Task 6. SURVEYING	\$0.00	\$48,717.00	\$0.00	\$0.00	\$0.00	\$48,717.00
	Task 7. ENVIRONMENTAL SERVICES	\$0.00	\$0.00	\$64,790.00	\$0.00	\$0.00	\$64,790.00
	Task 8. GEOTECHNICAL	\$0.00	\$0.00	\$0.00	\$338,176.50	\$0.00	\$338,176.50
	Task 9. PLAN PREPARATION (PS&E)	\$961,320.00	\$0.00	\$0.00	\$0.00	\$171,110.00	\$1,132,430.00
	Task 10. BIDDING PHASE SERVICES	\$37,060.00	\$0.00	\$0.00	\$0.00	\$1,890.00	\$38,950.00
	FEE SCHEDULE SUMMARY		\$1,142,065.00	\$220,480.00	\$97,888.95	\$338,176.50	\$173,000.00

EXHIBIT D5-2 - FEE SCHEDULE

**Fee Schedule Summary
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2**

S W A 2 t o W A 5	Description of Work or Task	JMT (77.8%)	SAM (3.6%)	STN (7.5%)	HVJ (4.5%)	H&H (6.5%)	Cost / Task Totals
	Task 1. PROJECT MANAGEMENT	\$137,395.92	\$0.00	\$940.60	\$0.00	\$0.00	\$138,336.52
	Task 2. ROUTE AND DESIGN STUDIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Task 3. DRAINAGE STUDY	\$171,232.16	\$0.00	\$0.00	\$0.00	\$0.00	\$171,232.16
	Task 4. PUBLIC INVOLVEMENT	\$22,451.60	\$0.00	\$0.00	\$0.00	\$0.00	\$22,451.60
	Task 5. RIGHT OF WAY (ROW) MAPPING	\$17,673.96	\$36,148.00	\$0.00	\$0.00	\$0.00	\$53,821.96
	Task 6. SURVEYING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Task 7. ENVIRONMENTAL SERVICES	\$13,230.88	\$0.00	\$74,397.90	\$0.00	\$0.00	\$87,628.78
	Task 8. GEOTECHNICAL	\$0.00	\$0.00	\$0.00	\$45,334.04	\$0.00	\$45,334.04
	Task 9. PLAN PREPARATION (PS&E)	\$417,368.91	\$0.00	\$0.00	\$0.00	\$65,477.49	\$482,846.40
	Task 10. BIDDING PHASE SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FEE SCHEDULE SUMMARY		\$779,353.43	\$36,148.00	\$75,338.50	\$45,334.04	\$65,477.49	\$1,001,651.46
Supplemental Work Authorization 2							
Johnson, Mirmiran & Thompson, Inc.							\$779,353.43
Surveying And Mapping, Inc.							\$36,148.00
Stantec Consulting Services, Inc.							\$75,338.50
HVJ, Inc.							\$45,334.04
Hardesty & Hanover, Inc.							\$65,477.49
SWA2 to WA5 SUBTOTAL							\$1,001,651.46
PROJECT TOTAL							\$4,356,768.71

Summary of Manhours by Classification
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2

Description of Work or Task	Project Director \$278.48/Hr	Sr. Project Manager \$272.29/Hr	Senior Prof. 2 \$247.54/Hr	Senior Prof. 1 \$216.60/Hr	Prof. 2 / Sr. Eng. Tech \$185.65/Hr	Prof. 1 / Eng. Tech \$142.33/Hr	Admin / Clerical \$80.45/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 1. PROJECT MANAGEMENT									
a. General Project Management									
Subconsultant Supervision - (14 Mo.)		26	26					52	\$13,515.58
b. Monthly Progress Reports, Invoices, and Billing									
Progress Reports, Invoices, and Billing - (14 Mo.)		14	14				14	42	\$8,403.92
Project Correspondence - (14 Mo.)		52	78			26		156	\$37,167.78
c. Quality Assurance / Quality Control (QA/QC) Plan									
Submittal QA/QC		2	8					10	\$2,524.90
d. Project Coordination and Administration									
Prepare and maintain records - (14 Mo.)		12	12				12	36	\$7,203.36
Correspondence and coordination with GEC - (14 Mo.)		12	12					24	\$6,237.96
Correspondence and coordination outside GEC - (14 Mo.)		12	12					24	\$6,237.96
e. Progress / Coordination Meetings									
Attend Monthly Meeting - (12 Mtg.)		12	24				12	48	\$10,173.84
Prepare agenda and sign-in sheets for coordination meetings - (12 Mtg.)		12	6				6	24	\$5,235.42
Prepare meeting minutes - (12 Mtg.)		6	6				6	18	\$3,601.68
Internal coordination meetings - (12 Mtg.)		8	12			8		28	\$6,287.44
f. Stakeholder Coordination									
Coordinate with local agencies and County's consultants		8	16			16		40	\$8,416.24
Attend stakeholder meetings - (6 Mtg.)		6	12					18	\$4,604.22
Prepare agenda and sign-in sheets for stakeholder coordination - (6 Mtg.)		6	12					18	\$4,604.22
Prepare meeting minutes - (6 Mtg.)		6	12					18	\$4,604.22
g. Project Schedule									
Maintain Project Schedule - (12 Mo.)		6	6					12	\$3,118.98
h. Submittal Review Process									
Attend comment resolution meetings - (2 Mtg.)		6	12			6		24	\$5,458.20
Direct Expenses									\$0.00
PROJECT MANAGEMENT Subtotal:	0	206	280	0	0	56	50	592	\$137,395.92
Task 3. DRAINAGE STUDY									
<i>Redesign to connect to NBFR north of Boggy Creek (STA 1438+00)</i>									
a. Hydrologic Modeling								0	\$0.00
Drainage Areas		1	4	16	24	30		75	\$13,453.55
Update FEMA Models								0	\$0.00
Peak Impact Analysis / Detention Design		1	4	8	25	40		78	\$13,329.70
Erosion Protection Design								0	\$0.00
b. Hydraulic Modeling								0	\$0.00
Hydraulic Design non-FEMA crossings								0	\$0.00
Hydraulic Design FEMA crossings		1	4	8	16	20		49	\$8,812.25
Mitigation Recommendations		1	4	6				11	\$2,562.05
Floodplain Volume Calculation								0	\$0.00
Floodway Impact Analysis								0	\$0.00
c. Impact & Mitigation Analysis								0	\$0.00
Provide Documentation of all adverse impacts resulting from the proposed facility		1	2	4	8			15	\$3,118.97
Coordination Meeting with GEC		4	8		10			22	\$4,925.98
d. Deliverables								0	\$0.00
Comment Review Resonse and Revise Study		12	6	30	52	2		102	\$21,189.18
Draft and Final Drainage Report and Exhibits		1	2	8	12	4		27	\$5,297.29
<i>Redesign to avoid gas conflicts at STA 11360+00</i>									

Summary of Manhours by Classification
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2

Description of Work or Task	Project Director \$278.48/Hr	Sr. Project Manager \$272.29/Hr	Senior Prof. 2 \$247.54/Hr	Senior Prof. 1 \$216.60/Hr	Prof. 2 / Sr. Eng. Tech \$185.65/Hr	Prof. 1 / Eng. Tech \$142.33/Hr	Admin / Clerical \$80.45/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
a. Hydrologic Modeling									
Drainage Areas		1	2	4	15	30		52	\$8,688.42
Update FEMA Models								0	\$0.00
Peak Impact Analysis / Detention Design		1	4	8	40	55		108	\$18,249.40
Erosion Protection Design								0	\$0.00
b. Hydraulic Modeling									
Hydraulic Design non-FEMA crossings								0	\$0.00
Hydraulic Design FEMA crossings								0	\$0.00
Mitigation Recommendations								0	\$0.00
Floodplain Volume Calculation								0	\$0.00
Floodway Impact Analysis								0	\$0.00
c. Impact & Mitigation Analysis									
Provide Documentation of all adverse impacts resulting from the proposed facility		1	1	1	6		2	11	\$2,011.23
Coordination Meeting with GEC		2	4		8			14	\$3,019.94
d. Deliverables									
Comment Review Resonse and Revise								0	\$0.00
Draft and Final Drainage Report and Exhibits								0	\$0.00
<i>Redesign to avoid gas conflicts at ditches (STA 11258+00 & 1415+00)</i>									
a. Hydrologic Modeling								0	\$0.00
Drainage Areas		1	2	4	25	30		62	\$10,544.92
Update FEMA Models								0	\$0.00
Peak Impact Analysis / Detention Design								0	\$0.00
Erosion Protection Design								0	\$0.00
b. Hydraulic Modeling								0	\$0.00
Hydraulic Design non-FEMA crossings								0	\$0.00
Hydraulic Design FEMA crossings								0	\$0.00
Mitigation Recommendations								0	\$0.00
Floodplain Volume Calculation								0	\$0.00
Floodway Impact Analysis								0	\$0.00
c. Impact & Mitigation Analysis								0	\$0.00
Provide Documentation of all adverse impacts resulting from the proposed facility								0	\$0.00
Coordination Meeting with GEC								0	\$0.00
d. Deliverables								0	\$0.00
Comment Review Resonse and Revise								0	\$0.00
Draft and Final Drainage Report and Exhibits								0	\$0.00
<i>Redesign for access at STA 11315+00 and to avoid WOTUS at F1-F2 & G (STA 11360+00)</i>								0	\$0.00
a. Hydrologic Modeling									
Drainage Areas		1	2	4	16	32		55	\$9,158.73
Update FEMA Models								0	\$0.00
Peak Impact Analysis / Detention Design		1	2	4	16	32		55	\$9,158.73
Erosion Protection Design								0	\$0.00
b. Hydraulic Modeling									
Hydraulic Design non-FEMA crossings		1	2	4	10	16		33	\$5,767.55
Hydraulic Design FEMA crossings								0	\$0.00
Mitigation Recommendations		1	2	4	12	18		37	\$6,423.51
Floodplain Volume Calculation								0	\$0.00
Floodway Impact Analysis								0	\$0.00
c. Impact & Mitigation Analysis									
Provide Documentation of all adverse impacts resulting from the proposed facility								0	\$0.00
Coordination Meeting with GEC								0	\$0.00

Summary of Manhours by Classification
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2

Description of Work or Task	Project Director \$278.48/Hr	Sr. Project Manager \$272.29/Hr	Senior Prof. 2 \$247.54/Hr	Senior Prof. 1 \$216.60/Hr	Prof. 2 / Sr. Eng. Tech \$185.65/Hr	Prof. 1 / Eng. Tech \$142.33/Hr	Admin / Clerical \$80.45/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
d. Deliverables									
Draft and Final Drainage Report and Exhibits								0	\$0.00
Comment Review Resonse and Revise (applies to all locations)								0	\$0.00
<i>Redesign for cross street at STA 11285+00</i>									
a. Hydrologic Modeling									
Drainage Areas		1	2	4	12	24		43	\$7,277.49
Update FEMA Models								0	\$0.00
Peak Impact Analysis / Detention Design		1	2	4	12	24		43	\$7,277.49
Erosion Protection Design								0	\$0.00
b. Hydraulic Modeling									
Hydraulic Design non-FEMA crossings		1	2	4	8	12		27	\$4,826.93
Hydraulic Design FEMA crossings								0	\$0.00
Mitigation Recommendations		1	2	4	12	16		35	\$6,138.85
Floodplain Volume Calculation								0	\$0.00
Floodway Impact Analysis								0	\$0.00
c. Impact & Mitigation Analysis									
Provide Documentation of all adverse impacts resulting from the proposed facility								0	\$0.00
Coordination Meeting with GEC								0	\$0.00
d. Deliverables									
Comment Review Resonse and Revise								0	\$0.00
Draft and Final Drainage Report and Exhibits								0	\$0.00
DRAINAGE STUDY Subtotal:	0	36	63	129	339	385	2	954	\$171,232.16
Task 4. PUBLIC INVOLVEMENT									
a. Individual Property Owner Meeting Support (10 parcels/exhibits)		12	28	12	52			104	\$22,451.60
PUBLIC INVOLVEMENT Subtotal:	0	12	28	12	52	0	0	104	\$22,451.60
Task 5. RIGHT OF WAY (ROW) MAPPING									
a. ROE Coordination									
ROE Coordination		20				36	20	76	\$12,178.68
b. Parcel Acquisition Documents									
Support Parcel Acquisition and staking coordination		16				8		24	\$5,495.28
RIGHT OF WAY (ROW) MAPPING Subtotal:	0	36	0	0	0	44	20	100	\$17,673.96
Task 7. ENVIRONMENTAL SERVICES									
a. Preparation and Submittal of an AJD Request								0	
Preperation and submittal of an AJD request		4	2					6	\$1,584.24
Site visit with the USACE for verification - coordination		8	4					12	\$3,168.48
b. Preparation and submittal of an IP or NWP application								0	
Preparation and submittal of an IP or NWP application		8	4				4	16	\$3,490.28
c. Preparation and submittal of Historic Resources Survey								0	
Preparation, submittal, and coordination of historic resources survey		8	4				4	16	\$3,490.28
d. CE Documentation Update									
Preparation, submittal, and coordination of documentation for CE		4	1				2	7	\$1,497.60
ENVIRONMENTAL Subtotal:	0	32	15	0	0	0	10	57	\$13,230.88

Summary of Manhours by Classification
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2

Description of Work or Task	Project Director \$278.48/Hr	Sr. Project Manager \$272.29/Hr	Senior Prof. 2 \$247.54/Hr	Senior Prof. 1 \$216.60/Hr	Prof. 2 / Sr. Eng. Tech \$185.65/Hr	Prof. 1 / Eng. Tech \$142.33/Hr	Admin / Clerical \$80.45/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 9. Plan Preparation (PS&E)									
a. Roadway Design/General PS&E									
<i>General</i>									
Title Sheet		1			1	1		3	\$600.27
Index of Sheets		1			2	2		5	\$928.25
Project Layout		1			2	4		7	\$1,212.91
Typical Sections		1	1	2	6	16		26	\$4,344.21
General Notes		1	1	1	1	2		6	\$1,206.74
Construction Cost Estimate		1	1	2	4	4		12	\$2,264.95
Survey Control Data								0	\$0.00
Horizontal Alignment Data		1			2	4		7	\$1,212.91
Quantity Summary Sheets		1	1	2	4	8		16	\$2,834.27
Standard Details		1	1		1	2		5	\$990.14
Submittal Preparation / Comment Responses		2	2	6	8	6		24	\$4,678.44
<i>Redesign to connect to NBFR north of Boggy Creek (STA 1438+00)</i>									
Title Sheet								0	\$0.00
Index of Sheets								0	\$0.00
Project Layout								0	\$0.00
Typical Sections								0	\$0.00
General Notes								0	\$0.00
Construction Cost Estimate								0	\$0.00
Survey Control Data								0	\$0.00
Horizontal Alignment Data								0	\$0.00
Quantity Summary Sheets								0	\$0.00
Removal Layouts		1	1	2	10	16		30	\$5,086.81
Roadway Plan & Profiles		1	4	12	36	72		125	\$20,792.81
Cross Street / Intersection Layouts								0	\$0.00
FM 3349 TxDOT Coordination								0	\$0.00
FM 1660 TxDOT Coordination								0	\$0.00
Driveway Details		1	1	1	2	4		9	\$1,677.05
Miscellaneous Roadway Details								0	\$0.00
Existing Utility Layouts								0	\$0.00
Existing Utility Coordination		1	1	2	4	6		14	\$2,549.61
Boring Layouts								0	\$0.00
Retaining Wall Key Map								0	\$0.00
Retaining Wall Alignment Data Sheets								0	\$0.00
Retaining Wall Typical Sections								0	\$0.00
Retaining Wall Layouts								0	\$0.00
Miscellaneous Retaining Wall Details								0	\$0.00
Cross Sections / Cut and Fill Quantities		1	2	12	16	24		55	\$9,752.89
Standard Details								0	\$0.00
Submittal Preparation / Comment Responses								0	\$0.00
<i>Redesign to avoid gas conflicts at STA 11360+00</i>									

Summary of Manhours by Classification
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2

Description of Work or Task	Project Director \$278.48/Hr	Sr. Project Manager \$272.29/Hr	Senior Prof. 2 \$247.54/Hr	Senior Prof. 1 \$216.60/Hr	Prof. 2 / Sr. Eng. Tech \$185.65/Hr	Prof. 1 / Eng. Tech \$142.33/Hr	Admin / Clerical \$80.45/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Title Sheet								0	\$0.00
Index of Sheets								0	\$0.00
Project Layout								0	\$0.00
Typical Sections								0	\$0.00
General Notes								0	\$0.00
Construction Cost Estimate								0	\$0.00
Survey Control Data								0	\$0.00
Horizontal Alignment Data								0	\$0.00
Quantity Summary Sheets								0	\$0.00
Removal Layouts								0	\$0.00
Roadway Plan & Profiles								0	\$0.00
Cross Street / Intersection Layouts								0	\$0.00
FM 3349 TxDOT Coordination								0	\$0.00
FM 1660 TxDOT Coordination								0	\$0.00
Driveway Details								0	\$0.00
Miscellaneous Roadway Details								0	\$0.00
Existing Utility Layouts								0	\$0.00
Existing Utility Coordination		1	1	2	4	6		14	\$2,549.61
Boring Layouts								0	\$0.00
Retaining Wall Key Map								0	\$0.00
Retaining Wall Alignment Data Sheets								0	\$0.00
Retaining Wall Typical Sections								0	\$0.00
Retaining Wall Layouts								0	\$0.00
Miscellaneous Retaining Wall Details								0	\$0.00
Cross Sections / Cut and Fill Quantities			2	2	4	8		16	\$2,809.52
Standard Details								0	\$0.00
Submittal Preparation / Comment Responses								0	\$0.00
<i>Redesign to avoid gas conflicts at ditches (STA 11258+00 & 1415+00)</i>									
Title Sheet								0	\$0.00
Index of Sheets								0	\$0.00
Project Layout								0	\$0.00
Typical Sections								0	\$0.00
General Notes								0	\$0.00
Construction Cost Estimate								0	\$0.00
Survey Control Data								0	\$0.00
Horizontal Alignment Data								0	\$0.00
Quantity Summary Sheets								0	\$0.00
Removal Layouts								0	\$0.00
Roadway Plan & Profiles		1	1	1	4	8		15	\$2,617.67
Cross Street / Intersection Layouts								0	\$0.00
FM 3349 TxDOT Coordination								0	\$0.00
FM 1660 TxDOT Coordination								0	\$0.00
Driveway Details		1	1	2	3	6		13	\$2,363.96
Miscellaneous Roadway Details								0	\$0.00
Existing Utility Layouts								0	\$0.00
Existing Utility Coordination		1	1	2	4	6		14	\$2,549.61
Boring Layouts		1	1	2	4	6		14	\$2,549.61
Retaining Wall Key Map								0	\$0.00
Retaining Wall Alignment Data Sheets								0	\$0.00
Retaining Wall Typical Sections								0	\$0.00
Retaining Wall Layouts								0	\$0.00
Miscellaneous Retaining Wall Details								0	\$0.00
Cross Sections / Cut and Fill Quantities		1	2	6	8	12		29	\$5,260.13

Summary of Manhours by Classification
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2

Description of Work or Task	Project Director \$278.48/Hr	Sr. Project Manager \$272.29/Hr	Senior Prof. 2 \$247.54/Hr	Senior Prof. 1 \$216.60/Hr	Prof. 2 / Sr. Eng. Tech \$185.65/Hr	Prof. 1 / Eng. Tech \$142.33/Hr	Admin / Clerical \$80.45/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Standard Details								0	\$0.00
Submittal Preparation / Comment Responses								0	\$0.00
<i>Redesign for access at STA 11315+00 and to avoid WOTUS at F1-F2 & G (STA 11360+00)</i>									
Title Sheet								0	\$0.00
Index of Sheets								0	\$0.00
Project Layout								0	\$0.00
Typical Sections								0	\$0.00
General Notes								0	\$0.00
Construction Cost Estimate								0	\$0.00
Survey Control Data								0	\$0.00
Horizontal Alignment Data								0	\$0.00
Quantity Summary Sheets								0	\$0.00
Removal Layouts								0	\$0.00
Roadway Plan & Profiles		2	4	8	16	24		54	\$9,653.86
Cross Street / Intersection Layouts								0	\$0.00
FM 3349 TxDOT Coordination								0	\$0.00
FM 1660 TxDOT Coordination								0	\$0.00
Driveway Details								0	\$0.00
Miscellaneous Roadway Details		1	2	2	4	8		17	\$3,081.81
Existing Utility Layouts								0	\$0.00
Existing Utility Coordination								0	\$0.00
Boring Layouts								0	\$0.00
Retaining Wall Key Map		1	1	2	2	2		8	\$1,608.99
Retaining Wall Alignment Data Sheets		1	1	1	2	2		7	\$1,392.39
Retaining Wall Typical Sections		1	2	4	4	4		15	\$2,945.69
Retaining Wall Layouts		2	6	12	24	32		76	\$13,639.18
Miscellaneous Retaining Wall Details		1	1	2	4	4		12	\$2,264.95
Cross Sections / Cut and Fill Quantities		1	2	4	8	16		31	\$5,396.25
Standard Details								0	\$0.00
Submittal Preparation / Comment Responses								0	\$0.00
<i>Redesign for cross street at STA 11285+00</i>								0	\$0.00
Title Sheet								0	\$0.00
Index of Sheets								0	\$0.00
Project Layout								0	\$0.00
Typical Sections		1	2	4	6	10		23	\$4,170.97
General Notes								0	\$0.00
Construction Cost Estimate								0	\$0.00
Survey Control Data								0	\$0.00
Horizontal Alignment Data								0	\$0.00
Quantity Summary Sheets								0	\$0.00
Removal Layouts								0	\$0.00
Roadway Plan & Profiles		2	2	6	12	20		42	\$7,413.66
Cross Street / Intersection Layouts								0	\$0.00
FM 3349 TxDOT Coordination		1	2	2	4	8		17	\$3,081.81
FM 1660 TxDOT Coordination		1	2	2	4	8		17	\$3,081.81

Summary of Manhours by Classification
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2

Description of Work or Task	Project Director \$278.48/Hr	Sr. Project Manager \$272.29/Hr	Senior Prof. 2 \$247.54/Hr	Senior Prof. 1 \$216.60/Hr	Prof. 2 / Sr. Eng. Tech \$185.65/Hr	Prof. 1 / Eng. Tech \$142.33/Hr	Admin / Clerical \$80.45/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Driveway Details								0	\$0.00
Miscellaneous Roadway Details								0	\$0.00
Existing Utility Layouts								0	\$0.00
Existing Utility Coordination								0	\$0.00
Boring Layouts								0	\$0.00
Retaining Wall Key Map								0	\$0.00
Retaining Wall Alignment Data Sheets								0	\$0.00
Retaining Wall Typical Sections								0	\$0.00
Retaining Wall Layouts								0	\$0.00
Miscellaneous Retaining Wall Details								0	\$0.00
Cross Sections / Cut and Fill Quantities								0	\$0.00
Standard Details								0	\$0.00
Submittal Preparation / Comment Responses								0	\$0.00
b. Traffic Control PS&E									
<i>Redesign to connect to NBFR north of Boggy Creek (STA 1438+00)</i>									
Traffic Control Plans (TCP)		2	4	12	16	28		62	\$11,089.58
Construction Schedule		1	4					5	\$1,262.45
<i>Redesign to avoid gas conflicts at STA 11360+00</i>									
Traffic Control Plans (TCP)								0	\$0.00
Construction Schedule								0	\$0.00
<i>Redesign to avoid gas conflicts at ditches (STA 11258+00 & 1415+00)</i>									
Traffic Control Plans (TCP)			1	2	4	12		19	\$3,131.30
Construction Schedule								0	\$0.00
<i>Redesign for access at STA 11315+00 and to avoid WOTUS at F1-F2 & G (STA 11360+00)</i>									
Traffic Control Plans (TCP)								0	\$0.00
Construction Schedule								0	\$0.00
<i>Redesign for cross street at STA 11285+00</i>									
Traffic Control Plans (TCP)		1	2	4	6	12		25	\$4,455.63
Construction Schedule								0	\$0.00
c. Signing and Pavement Marking PS&E									
<i>Redesign to connect to NBFR north of Boggy Creek (STA 1438+00)</i>									
Signing and Pavement Marking Layouts		1	2	4	12	24		43	\$7,277.49
Pavement Marking Details			1		2	4		7	\$1,188.16
Small Sign Details			1		2	6		9	\$1,472.82
<i>Redesign for access at STA 11315+00 and to avoid WOTUS at F1-F2 & G (STA 11360+00)</i>									
Signing and Pavement Marking Layouts		1	1	1	1	4		8	\$1,491.40
Pavement Marking Details			1		2	4		7	\$1,188.16
Small Sign Details			1		1	4		6	\$1,002.51
<i>Redesign for cross street at STA 11285+00</i>									
Signing and Pavement Marking Layouts		1	1	1	4	8		15	\$2,617.67
Pavement Marking Details			1		2	6		9	\$1,472.82
Small Sign Details			1		4	8		13	\$2,128.78

Summary of Manhours by Classification
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2

Description of Work or Task	Project Director \$278.48/Hr	Sr. Project Manager \$272.29/Hr	Senior Prof. 2 \$247.54/Hr	Senior Prof. 1 \$216.60/Hr	Prof. 2 / Sr. Eng. Tech \$185.65/Hr	Prof. 1 / Eng. Tech \$142.33/Hr	Admin / Clerical \$80.45/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
d. Bridge Design								0	\$0.00
<i>Boggy Creek Bridge (95' long x 68.5' wide)</i>								0	\$0.00
Bridge Layout (1 sheet)		1	4	8	32	20		65	\$11,782.65
Typical Section			2	4	8			14	\$2,846.68
Estim Qtys and Brg Seat Elevs			2	8	16	12		38	\$6,906.24
Foundation Layout (includes Fdn design)			1	16	16	8		41	\$7,822.18
Abutment Details (2 sheets)			1	12	36	24		73	\$12,946.06
Girder Layout - Unit 1 (includes bridge geometry)			1	6	8	12		27	\$4,740.30
Slab Unit 1 Details (Unit 1) (includes girder design)			1	12	40	24		77	\$13,688.66
Constructability and Interdiscipline Review		8	4					12	\$3,168.48
Prepare Final Calculation Packages and CADD files				2	6	6		14	\$2,401.08
<i>Brushy Creek Bridge (2,176' long x 62' wide) (variable skews)</i>								0	\$0.00
Bridge Layout		1	1	2	4			8	\$1,695.63
Typical Section								0	\$0.00
Estim Qtys and Brg Seat Elevs				1	2	4		7	\$1,157.22
Foundation Layout (includes Fdn design for 6 bents & 1 abut)				4	40	20		64	\$11,139.00
Abutment Details				2	20	10		32	\$5,569.50
Interior Bents - detail revisions for fdn design				2	4	2		8	\$1,460.46
<i>SE Loop underpass near Sta 1336+00 (100' long x 54' wide)</i>									
Bridge Layout		1	1	1	2			5	\$1,107.73
Typical Section								0	\$0.00
Estim Qtys and Brg Seat Elevs				1	1	2		4	\$686.91
Foundation Layout (includes Fdn design for 2 abuts)				1	16	8		25	\$4,325.64
Abutment Details				2	4	2		8	\$1,460.46
<i>SE Loop underpass near Sta 1357+00 (100' long x 54' wide)</i>									
Bridge Layout		1	1	1	2			5	\$1,107.73
Typical Section								0	\$0.00
Estim Qtys and Brg Seat Elevs				1	1	2		4	\$686.91
Foundation Layout (includes Fdn updates for 2 abuts)				1	16	8		25	\$4,325.64
Abutment Details				2	4	2		8	\$1,460.46
<i>General</i>									
Update Bridge Estimate including unit prices				1	2	4		7	\$1,157.22
Review and respond to final review comments		1	2	16		8		27	\$5,371.61
Internal Coordination		1	4	2		4		11	\$2,264.97
e. Scour Analysis									
Prepare Scour Analysis For Each Bridge								0	\$0.00
Coordinate Results								0	\$0.00
f. Drainage PS&E									
<i>Redesign to connect to NBFR north of Boggy Creek (STA 1438+00)</i>									
Drainage Area Maps		1	2	6	12	20		41	\$7,141.37
Culvert Layout Sheets								0	\$0.00
Hydraulic Data Sheets		1	2	4	8	16		31	\$5,396.25
Culvert Standards and Detail Sheets								0	\$0.00
Parallel Drainage Design		1	2	4	8	12		27	\$4,826.93
Storm Sewer Inlet Design								0	\$0.00
Grading Quantities and Design								0	\$0.00
Detention Pond Sheets and Details								0	\$0.00
Roadside Ditch & Channel Design								0	\$0.00
Hydraulic Data Ditches								0	\$0.00
<i>Redesign to avoid gas conflicts at STA 11360+00</i>									

Summary of Manhours by Classification
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2

Description of Work or Task	Project Director \$278.48/Hr	Sr. Project Manager \$272.29/Hr	Senior Prof. 2 \$247.54/Hr	Senior Prof. 1 \$216.60/Hr	Prof. 2 / Sr. Eng. Tech \$185.65/Hr	Prof. 1 / Eng. Tech \$142.33/Hr	Admin / Clerical \$80.45/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Drainage Area Maps		1	1	1	2	4		9	\$1,677.05
Culvert Layout Sheets								0	\$0.00
Hydraulic Data Sheets				1	2	4		7	\$1,157.22
Culvert Standards and Detail Sheets			1		2	4		7	\$1,188.16
Parallel Drainage Design			2	4	4	16		26	\$4,381.36
Storm Sewer Inlet Design								0	\$0.00
Grading Quantities and Design			1	1	4	6		12	\$2,060.72
Detention Pond Sheets and Details								0	\$0.00
Roadside Ditch & Channel Design			1	1	2	4		8	\$1,404.76
Hydraulic Data Ditches			1	2	4			7	\$1,423.34
<i>Redesign to avoid gas conflicts at ditches (STA 11258+00 & 1415+00)</i>									
Drainage Area Maps		1	1	1	2	4		9	\$1,677.05
Culvert Layout Sheets								0	\$0.00
Hydraulic Data Sheets								0	\$0.00
Culvert Standards and Detail Sheets								0	\$0.00
Parallel Drainage Design			1	2	2	4		9	\$1,621.36
Storm Sewer Inlet Design								0	\$0.00
Grading Quantities and Design			1	1	4	6		12	\$2,060.72
Detention Pond Sheets and Details								0	\$0.00
Roadside Ditch & Channel Design			1	2	4	8		15	\$2,561.98
Hydraulic Data Ditches			1	6	16			23	\$4,517.54
<i>Redesign for access at STA 11315+00 and to avoid WOTUS at F1-F2 & G (STA 11360+00)</i>									
Drainage Area Maps								0	\$0.00
Culvert Layout Sheets								0	\$0.00
Hydraulic Data Sheets				4	8	12		24	\$4,059.56
Culvert Standards and Detail Sheets								0	\$0.00
Parallel Drainage Design			2	4	4	16		26	\$4,381.36
Storm Sewer Inlet Design								0	\$0.00
Grading Quantities and Design			2	6	12	24		44	\$7,438.40
Detention Pond Sheets and Details								0	\$0.00
Roadside Ditch & Channel Design			1	4	8	12		25	\$4,307.10
Sheet Flow Erosion Protection Design and Details								0	\$0.00
<i>Redesign for cross street at STA 11285+00</i>									
Drainage Area Maps								0	\$0.00
Culvert Layout Sheets			1	2	4	8		15	\$2,561.98
Hydraulic Data Sheets				1	2	4		7	\$1,157.22
Culvert Standards and Detail Sheets								0	\$0.00
Parallel Drainage Design			2	4	4	16		26	\$4,381.36
Storm Sewer Inlet Design								0	\$0.00
Grading Quantities and Design								0	\$0.00
Detention Pond Sheets and Details								0	\$0.00
Roadside Ditch & Channel Design			1	4	8	12		25	\$4,307.10
Sheet Flow Erosion Protection Design and Details								0	\$0.00

Summary of Manhours by Classification
Johnson, Mirmiran & Thompson, Inc.
Southeast Loop Phase 2

Description of Work or Task	Project Director \$278.48/Hr	Sr. Project Manager \$272.29/Hr	Senior Prof. 2 \$247.54/Hr	Senior Prof. 1 \$216.60/Hr	Prof. 2 / Sr. Eng. Tech \$185.65/Hr	Prof. 1 / Eng. Tech \$142.33/Hr	Admin / Clerical \$80.45/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
g. Stormwater Pollution Prevention Plans (SW3P)									
<i>Redesign to connect to NBFR north of Boggy Creek (STA 1438+00)</i>									
SWP3 Sheet		1	1		1	2		5	\$990.14
Temporary Erosion Control Layouts		1	2	6	12	20		41	\$7,141.37
Miscellaneous Erosion Control Details		1	1	2	3	6		13	\$2,363.96
<i>Redesign to avoid gas conflicts at STA 11360+00</i>									
SWP3 Sheet								0	\$0.00
Temporary Erosion Control Layouts		1	1	1	4	6		13	\$2,333.01
Miscellaneous Erosion Control Details								0	\$0.00
<i>Redesign to avoid gas conflicts at ditches (STA 11258+00 & 1415+00)</i>									
SWP3 Sheet								0	\$0.00
Temporary Erosion Control Layouts		1	1	1	4	6		13	\$2,333.01
Miscellaneous Erosion Control Details								0	\$0.00
<i>Redesign for access at STA 11315+00 and to avoid WOTUS at F1-F2 & G (STA 11360+00)</i>									
SWP3 Sheet								0	\$0.00
Temporary Erosion Control Layouts		1	2	4	8	12		27	\$4,826.93
Miscellaneous Erosion Control Details								0	\$0.00
<i>Redesign for cross street at STA 11285+00</i>									
SWP3 Sheet								0	\$0.00
Temporary Erosion Control Layouts		1	1	2	4	8		16	\$2,834.27
Miscellaneous Erosion Control Details								0	\$0.00
h. Traffic Signal Design (FM 1660)									
Preliminary Plans and Specifications									
Conceptual Layout		1	1	8		8		18	\$3,391.27
Field Meeting				4				4	\$866.40
Preliminary Plan		1	1	28		16		46	\$8,861.91
Final PS&E									
General Notes, Standards and Quantities			1	4		4		9	\$1,683.26
Proposed Signal Layout			2	16		8		26	\$5,099.32
Signal Elevations			1	8		4		13	\$2,549.66
Electrical Wiring Details			1	8		4		13	\$2,549.66
Signal Phasing and Detection Schemes			1	8		4		13	\$2,549.66
ADA Ramps			1	4		4		9	\$1,683.26
PLAN PREPARATION (PS&E) Subtotal:	0	72	143	409	718	987	0	2329	\$417,368.91
JMT SUMMARY	0	394	529	550	1109	1472	82	4136	\$779,353.43

Summary of Manhours by Classification
Surveying And Mapping, Inc.
Southeast Loop Phase 2 PS&E

Description of Work or Task	Sr. PM	Project Manager	Senior Survey Technician	Survey Technician	Two Person Survey Crew	Three Person Survey Crew	Staff-Hr. Totals	Staff Cost / Task
	\$179.46/Hr	\$154.71/Hr	\$118.82/Hr	\$108.92/Hr	\$160.90/Hr	\$198.03/Hr		Totals
Task 5. RIGHT OF WAY (ROW) MAPPING								
b. Parcel Acquisition Documents								
Remainder Parcels (Up to 3)	4	2	20		20		46	\$6,621.66
Additional Parcels (Up to 3 - parcel 35, 36, 47, and other)	4	2	20				26	\$3,403.66
Establishing Additional Monumentation	2	2	20		50		74	\$11,089.74
Additional ROW Staking	2	2	20		50		74	\$11,089.74
Direct Expenses								\$3,943.20
RIGHT OF WAY (ROW) MAPPING Subtotal:	12	8	80	0	120	0	220	\$36,148.00
SAM SUMMARY	12	8	80	0	120	0	220	\$36,148.00

**Summary of Direct Expenses
 Surveying And Mapping, Inc.
 Southeast Loop Phase 2 PS&E**

Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses				
I. Mileage	Mile	1,440	\$0.655	\$943.20
II. GPS Receiver	Hour	120	\$25.00	\$3,000.00
Surveying And Mapping, Inc. Total Direct Expenses				\$3,943.20

Summary of Manhours by Classification
Stantec Consulting Services, Inc.
Southeast Loop Phase 2

Description of Work or Task	Sr. ENV Scientist II	Sr. ENV Scientist I	ENV Professional II	ENV Professional I	ENV Staff III	ENV Staff II	ENV Staff I	ENV Tech II	ENV Tech I	Staff-Hr. Totals	Staff Cost / Task Totals
	\$185.65/Hr	\$160.90/Hr	\$136.15/Hr	\$117.58/Hr	\$105.20/Hr	\$92.83/Hr	\$80.45/Hr	\$68.07/Hr	\$55.70/Hr		
Task 1 PROJECT MANGEMENT											
Direct Expenses											\$940.60
PROJECT MANGEMENT Subtotal:	0	0	0	0	0	0	0	0	0	0	\$940.60
Task 7 ENVIRONMENTAL SERVICES											
a. Preparation and Submittal of an AJD Request											\$0.00
Preperation and submittal of an AJD request	8	6	4	20						38	\$5,346.80
Site visit with the USACE for verification	8	8		4						20	\$3,242.72
b. Preparation and submittal of a NWP application											\$0.00
Preparation and submittal of a NWP application	14	40	50	30						134	\$19,370.00
c. Preparation and submittal of Historic Resources Survey											
Preparation, submittal, and coordination of historic resources survey	28	40	100	40	40		20		12	280	\$36,437.80
d. CE Documentation Update											
Preparation, submittal, and coordination of documentation for CE	2	8	8	12	16	24	24			94	\$10,000.58
Environmental Services Subtotal:	60	102	162	106	56	24	44	0	12	566	\$74,397.90
Stantec Consulting Services, Inc. SUMMARY	60	102	162	106	56	24	44	0	12	566	\$75,338.50

**Summary of Direct Expenses
Stantec Consulting Services, Inc.
Southeast Loop Phase 2**

Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses				
I. Mileage	Mile	120	\$0.655	\$78.60
II. Photocopies B/W (8 1/2" X 11")	Per Page	120	\$0.16	\$19.20
III. Photocopies Color (8 1/2" X 11")	Per Page	40	\$0.75	\$30.00
IV. Photocopies B/W (11" X 17")	Per Page	40	\$0.32	\$12.80
V. Photocopies Color (11" X 17")	Per Page	40	\$1.50	\$60.00
VI. Plots (B/W on Bond)	SF	0	\$0.75	\$0.00
VII. Plots (Color on Bond)	SF	0	\$1.75	\$0.00
VIII. Historic Aerial Photographs	EACH	20	\$35.00	\$700.00
IX. Hazardous Materials Database Search	Per Search	0	\$550.00	\$0.00
X. Noise Meter Rental	Per Project	0	\$165.00	\$0.00
XI. Environmental Database Search	Per Mile	0	\$250.00	\$0.00
XII. Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	Day	1	\$40.00	\$40.00
XIII. Backhoe Rental	Day	0	\$1,350.00	\$0.00
XIV. TARL Curation Fee	Drawer	0.0	\$3,640.00	\$0.00
XV. TARL Site Registration	Site	0	\$96.00	\$0.00
XVI. Overnight Mail - Letter Size	Each	0	\$22.95	\$0.00
XVII. Overnight Mail - Oversized Box	Each	0	\$70.00	\$0.00
Stantec Consulting Services, Inc. Total Direct Expenses				\$940.60

Summary of Manhours by Classification
HVJ, Inc.
Southeast Loop Phase 2 PS&E

Description of Work or Task	Senior Project Manager \$216.60/Hr	Project Engineer \$154.71/Hr	Staff Engineer \$123.77/Hr	Senior Technician \$74.26/Hr	Technician \$68.07/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 8 Geotechnical Services							
Field Investigating							
Staking/ Clearing Utilities/ Logging			44		24	68	\$7,079.56
Plan of Boring/ Traffic Control Plan			4			4	\$495.08
Clearing						0	\$0.00
Reporting and Analysis							
Boring Log Prep			4			4	\$495.08
Wincore graphs/logs			8			8	\$990.16
Bridge Foundations		18				18	\$2,784.78
CAD			4			4	\$495.08
Slope Stability		24				24	\$3,713.04
Settlement Analysis		10				10	\$1,547.10
Geo Report		20				20	\$3,094.20
QA/QC Report	6	6				12	\$2,227.86
Final Report	1	2	4			7	\$1,021.10
Direct Expenses							\$21,391.00
Geotechnical Services Subtotal:	7	80	68	0	24	179	\$45,334.04
HVJ, Inc. SUMMARY	7	80	68	0	24	179	\$45,334.04

**Summary of Direct Expenses
HVJ, Inc.
Southeast Loop Phase 2 PS&E**

Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses				
I. Rig Mobilization	Each	1	\$566.50	\$566.50
II. Undisturbed sample boring w/3" Shelby tube	LF	265	\$22.50	\$5,962.50
III. Add Rock Coring (rock coring cost-soft&hard rock)	LF	160	\$22.50	\$3,600.00
IV. Texas Cone Penetration	Each	53	\$25.00	\$1,325.00
V. Standard Penetration Test	Each	14	\$22.50	\$315.00
VI. Grout Backfill	LF	265	\$5.00	\$1,325.00
VII. Moisture Content	Each	16	\$18.00	\$288.00
VIII. Hydrometer Test	Each	4	\$200.00	\$800.00
Atterberg Limits Test	Each	20	\$75.00	\$1,500.00
Unconfined Compressive Strength Test	Each	12	\$65.00	\$780.00
Texas Triaxial Test	Each	0	\$1,750.00	\$0.00
Percent Passing No. 200 Sieve Test	Each	20	\$35.00	\$700.00
Sulfate Testing	Each	0	\$75.00	\$0.00
Soil pH Testing	Each	0	\$200.00	\$0.00
Consolidation Testing	Each	2	\$350.00	\$700.00
Swell Test	Each	0	\$300.00	\$0.00
Mobilization/Demobilization for Falling Weight	Each	0	\$400.00	\$0.00
FWD Equipment	Day	0	\$2,600.00	\$0.00
Sieve Analysis	Each	4	\$77.25	\$309.00
Consolidated Undrained Triaxial Testing	Each	2	\$725.00	\$1,450.00
Unconsolidated Undrained Triaxial Testing	Each	2	\$135.00	\$270.00
Soil Lime/Cement Compression Testing	Each	0	\$1,750.00	\$0.00
California Bearing Ratio Testing	Each	0	\$600.00	\$0.00
Traffic Control	Day	0	\$2,500.00	\$0.00
Clearing	Day	0	\$3,000.00	\$0.00
ATV Rig Mobilization Surcharge	Each	1	\$1,500.00	\$1,500.00
HVJ, Inc. Total Direct Expenses				\$21,391.00

Summary of Manhours by Classification
Hardesty & Hanover, LLC
Southeast Loop Phase 2 PS&E - Supplemental Work Authorization

Description of Work or Task	Principal Engineer \$247.54/Hr	Sr Project Manager \$191.84/Hr	Sr Engineer \$179.46/Hr	Sr QC Engineer \$204.22/Hr	Project Engineer \$148.52/Hr	Design Engineer \$129.96/Hr	EIT II \$117.58/Hr	Senior CAD Manager \$148.52/Hr	CAD Technician \$105.20/Hr	Admin/ Clerical \$74.26/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 1 Project Management												
b. Monthly Progress Report and Invoice												
Prep correspondence, invoices, progress reports on monthly basis	This task as sub is embedded in bridge tasks below										0	\$0.00
c. QA/QC Plan												
Prep QA/QC documentation for each deliverable	This task as sub is embedded in bridge tasks below										0	\$0.00
d. Project Coordination and Admin												
Prep QA/QC documentation for each deliverable	This task as sub is embedded in bridge tasks below										0	\$0.00
e. Progress Coordination Meetings												
Attend meetings as needed	This task as sub is embedded in bridge tasks below										0	\$0.00
h. Submittal Review Process												
Attend meetings as needed	This task as sub is embedded in bridge tasks below										0	\$0.00
Project Management Subtotal:	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Task 9 Plan Preparation (PS&E) Services												
f1. Bridge Design - EBFR over Cottonwood Creek Bridge (~725', 6 Tx-54 spans, ~ 22-deg constant skew, curved alignment, constant width, SUP on bridge)												
Review Data (Prelim Schem, H&H, Survey, etc.) & confirm structure configuration											0	\$0.00
Bridge Layout											0	\$0.00
Bridge Quantities & Bearing Seat Elevations											0	\$0.00
Abutment Plans and Details (assume 2 unique abutments)											0	\$0.00
Interior Bent Plans and Details (assume 2 unique bents)											0	\$0.00
Foundation Design and Details											0	\$0.00
Bridge Framing Plan											0	\$0.00
Slab Plan, Transverse Section & Details											0	\$0.00
Prestressed Concrete Girder Design and Data Sheets											0	\$0.00
Identify/prepare appropriate Bridge Standards											0	\$0.00
Modify standards as req'd (2 sheets max)											0	\$0.00
Prepare special structural details where req'd (2 shts max)											0	\$0.00
Constructability & Interdiscipline Review											0	\$0.00
Prepare 45%, 100% and Final Bridge Cost Estimates											0	\$0.00
Prepare 45%, 100% and Final PS&E Submittals incl Wilco Checklist											0	\$0.00
Prep Final Calculation Packages & CADD files											0	\$0.00
f2. Bridge Design - SE Loop underpass near Station 1298+00 (~100', 1 TX46 span, ~22-deg constant skew, curved alignment, constant width, SUP on bridge, extra width)												
Review Data (Prelim Schem, H&H, Survey, etc.) & optimize structure											0	\$0.00
Bridge Layout											0	\$0.00
Bridge Quantities & Bearing Seat Elevations											0	\$0.00
Abutment Plans and Details (assume 2 unique abutments)											0	\$0.00
Interior Bent Plans and Details - N/A - single span											0	\$0.00
Foundation Design and Details											0	\$0.00
Bridge Framing Plan											0	\$0.00
Slab Plan, Transverse Section & Details											0	\$0.00
Prestressed Concrete Girder Design and Data Sheets											0	\$0.00
Identify/prepare appropriate Bridge Standards											0	\$0.00
Modify standards as req'd (1 sheet max)											0	\$0.00
Prepare special structural details where req'd (1 sht max)											0	\$0.00
Constructability & Interdiscipline Review											0	\$0.00
Prepare 45%, 100% and Final Bridge Cost Estimates											0	\$0.00
Prepare 45%, 100% and Final PS&E Submittals incl Wilco Checklist											0	\$0.00
Prep Final Calculation Packages & CADD files											0	\$0.00

Summary of Manhours by Classification
Hardesty & Hanover, LLC
Southeast Loop Phase 2 PS&E - Supplemental Work Authorization

Description of Work or Task	Principal Engineer \$247.54/Hr	Sr Project Manager \$191.84/Hr	Sr Engineer \$179.46/Hr	Sr QC Engineer \$204.22/Hr	Project Engineer \$148.52/Hr	Design Engineer \$129.96/Hr	EIT II \$117.58/Hr	Senior CAD Manager \$148.52/Hr	CAD Technician \$105.20/Hr	Admin/ Clerical \$74.26/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
f3. Bridge Design - Unnamed Creek bridge near Station 1327+00 (220' (120-100), 2-span TX54 unit, ~30 deg skew, curved alignment, constant bearing, constant width, SUP on bridge)												
Review Data (changes, H&H, Survey, etc.), confirm structure configuration	1	2			2			2			7	\$1,225.30
Bridge Layout	1	6		4	8		16	2	16		53	\$7,265.14
Typical Section		1		1					2		4	\$606.46
Bridge Quantities & Bearing Seat Elevations		2		2	8		8	4	8		32	\$4,356.60
Abutment 1 Plans and Details		2		2	4		4	2	8		22	\$2,995.16
Abutment 3 Plans and Details		2		4	6		8	4	16		40	\$5,309.60
Interior Bent 2 Plans and Details		4		4	8		8	4	12		40	\$5,569.52
Foundation Design and Details		2		2	4		6				14	\$2,091.68
Bridge Framing Plan		2		1	4		8	4	8		27	\$3,558.30
Slab Plan, Transverse Section & Details		6		2	8		16	12	16		60	\$8,094.36
Prestressed Concrete Girder Design and Data Sheets		2		2	4		12	3	6		29	\$3,873.92
Identify appropriate Bridge Standards		1		1	2						4	\$693.10
Modify standards as req'd (1 sheet max)											0	\$0.00
Prepare special structural details where req'd (1 shts max)											0	\$0.00
Constructability & Interdiscipline Review	1	1		2	1						5	\$996.34
Prepare initial and Final Bridge Cost Estimates		2		2	4		12				20	\$2,797.16
Prepare initial and Final PS&E Submittals incl Wilco Checklist	2	2		4	4		4	4	4		24	\$3,774.92
Prep Final Calculation Packages & CADD files	1	2		4	4		2	2		2	17	\$2,722.90
f4. Bridge Design - Common Tasks												
Design Criteria											0	\$0.00
Field Reconnaissance											0	\$0.00
General Notes, Specifications		4			2			2			8	\$1,361.44
Coordination Meetings - Interdiscipline Team (6 total)		6									6	\$1,151.04
Weekly coordination meetings - bridge design team (4 total)		6			4						10	\$1,745.12
Review and respond to review comments (initial and final Submittals)		4	2	2	4						12	\$2,128.80
Participate in initial and final review meetings		4									4	\$767.36
Prepare Monthly Progress Reports	3	6								6	15	\$2,339.22
Direct Expenses												\$54.05
Plan Preparation (PS&E) Services Subtotal:												\$65,477.49
Task 10 Bidding Phase Services												
Subtask Description1												
Assist Prime with assembling bid docs											0	\$0.00
Attend pre-bid meeting											0	\$0.00
Analyze bid items for bridge and provide recommendation											0	\$0.00
Attend Pre-construction Conference											0	\$0.00
Bidding Phase Services Subtotal:												\$0.00
Hardesty & Hanover, LLC. SUMMARY												\$65,477.49

Assumptions:

Updated design entails Bridge at Station 11327+00 only

Current bridge config of single 120.00-ft span on variable skew (constant bearing) between 2 abutments with sloped riprap revised to 2-span (120-100) with retaining wall (design by JMT) at north east corner.

**Summary of Direct Expenses
Hardesty & Hanover, LLC
Southeast Loop Phase 2 PS&E**

Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses				
I. MILEAGE	MI	33	\$0.665	\$21.95
II. Photocopies B/W (8 1/2" X 11") (per page)	PAGE	20	\$0.16	\$3.20
III. Photocopies Color (8 1/2" X 11") (per page)	PAGE	10	\$0.75	\$7.50
IV. Photocopies B/W (11" X 17") (per page)	PAGE	20	\$0.32	\$6.40
V. Photocopies Color (11" X 17") (per page)	PAGE	10	\$1.50	\$15.00
Hardesty & Hanover, LLC. Total Direct Expenses				\$54.05

Commissioners Court - Regular Session

29.

Meeting Date: 10/10/2023

Tax Abatement Agreement

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Tax Abatement Agreement pursuant to Chapter 312 of the Texas Tax Code for business personal property with Samsung Austin Semiconductor, LLC. and an amendment of existing Chapter 381 reimbursement agreement with Samsung Austin Semiconductor, LLC.

Background

Fiscal Impact

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

Attachments

Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

10/05/2023 10:42 AM

Started On: 10/02/2023 10:35 AM

that the proposed tax abatement will be in compliance with the Tax Abatement Guidelines, the Tax Code, and all other applicable laws; and

WHEREAS, the County has found that the Improvements sought are feasible and practicable and would be of benefit to the Premises to be included in the Reinvestment Zone and to the County after expiration of this Agreement; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Tax Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises is located; and

WHEREAS, this Agreement was approved at a regularly scheduled meeting of the County Commissioners' Court.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment in the Reinvestment Zone, which contributes to the economic development of the County and the enhancement of the tax base in the County, the Parties agree as follows:

Article I Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“**Act**” shall mean the Property Redevelopment and Tax Abatement Act, Chapter 312, Texas Tax Code, as amended.

“**Bankruptcy or Insolvency**” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of a receiver for any part of a Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“**Completion of Construction**” shall mean that: (i) the construction of the Improvements has been substantially completed; or (ii) a temporary or final certificate of occupancy has been issued by the City for the occupancy of the Improvements by the Owner.

“**Effective Date**” shall mean the day after the full execution hereof by all of the Parties.

“**Expiration Date**” shall mean March 1 of the calendar year following the expiration of the last of the tax abatements provided herein.

“**First Year of Abatement**” shall mean the earlier of (a) the year commencing on January 1, 2024 or (b) the first full tax year following the Owner’s Completion of Construction of a minimum of 6,000,000 square feet of Improvements on Owner’s Land within the Reinvestment Zone; provided, however, that the Owner may, at its sole discretion and sole option, elect to delay the First Year of Abatement by up to one (1) year by delivering a notice to the County and the Williamson Central Appraisal District (or its successor) stating such desire (a “**Notice of First Year of Abatement Change**”); and in such case, the First Year of Abatement shall be the date identified in the Notice of First Year of Abatement Change.

“**Force Majeure**” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns, work stoppages, or incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the Project is located, or the Owner’s labor or supply chain, or the availability of services (“**Epidemiological Event**”) that result in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not. If a Party is unable to perform its obligations under this Agreement due to a Force Majeure, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after occurrence of the event(s) or condition(s) causing the delay describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred. The Parties acknowledge that as of the Effective Date, the outbreak of COVID-19 (“**COVID-19 Outbreak**”) is an Epidemiological Event, that, notwithstanding the COVID-19 Outbreak, the existing effects of the COVID-19 Outbreak could not have been reasonably anticipated, and that the potential continuing effects of the COVID-19 Outbreak cannot reasonably be anticipated by County or Owner nor be prevented nor overcome, wholly or in part, by the exercise of commercially reasonable diligence by such Party provided, however, the COVID-19 Outbreak is not an excuse from performance of any obligation under this Agreement unless it actually renders a party unable to perform such obligation in the specific instance.

“**Improvements**” or “**Project**” shall mean one or more improvements constructed on Owner’s Land within the Reinvestment Zone, consisting of: (i) buildings housing one or more 300-millimeter semiconductor wafer (or successor technology) manufacturing plants (each a “**Plant**”); (ii) other buildings and ancillary facilities supporting the operation of the Plants, and (iii) such additional related improvements, including, but not limited to, required parking, landscaping and all other improvements.

“**New Tangible Personal Property**” shall mean each installation or delivery of Tangible Personal Property installed or located at the Improvements for which Owner provides the Williamson Central Appraisal District, not more than once each year during the Term, a separate written rendition for such new Tangible Personal Property, including the date of delivery, location, or installation at the Improvements, and a description and historic cost or opinion of value for such property.

“**Owner Affiliate**” shall mean any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, Owner. The term “**control**” shall mean direct or indirect ownership of more than fifty percent (50%) of the voting stock of a corporation (or equivalent equity interest for other types of entities) or the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities, by contract or otherwise.

“**Owner’s Land**” is defined in the Recitals.

“**Premises**” shall mean collectively, Owner’s Land and the Improvements following construction thereof.

“**Tangible Personal Property**” shall have the same meaning assigned by Texas Tax Code, Section 1.04 and shall mean all tangible personal property, equipment, and machinery, inventory and supplies owned by Owner, and located in the Improvements on January 1 of a given Tax Year. Tangible Personal Property shall not include Freeport Goods or Goods in Transit pursuant to Section 11.251 or 11.253 of the Texas Tax Code if such items qualify for and are allowed exemption from County property taxes in a given year during the Term, and nothing in this Agreement prevents application for such exemptions, if applicable and available.

“**Tax Code**” shall mean the Texas Tax Code.

“**Taxable Value**” shall mean the appraised value of Tangible Personal Property as certified by the Williamson Central Appraisal District, or its successor, as of January 1 of a given year.

Article II General Provisions

2.1 Owner intends to construct, or cause to be constructed, Improvements on portions of Owner’s Land that is in the Reinvestment Zone.

2.2 The Premises are not in an improvement project financed by tax increment bonds.

2.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the County.

2.4 The Premises are not owned or leased by any member of the Williamson County Commissioners’ Court.

2.5 Owner shall, on or before May 1, of each calendar year that this Agreement is in effect, certify in writing to the County that it is in compliance with this Agreement.

2.6 Owner's Land and the Improvements constructed thereon within the Reinvestment Zone shall be used in the manner (i) that at the time of construction is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Reinvestment Zone.

2.7 The "Term" of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Phase I Tax Abatement Authorized

3.1 This Agreement is authorized by the Tax Code and in accordance with the County's Tax Abatement Guidelines that were approved by resolution of the County no more than two (2) years before the Effective Date of this Agreement.

3.2 Subject to the terms and conditions of this Agreement, the County hereby grants Owner an abatement of ninety percent (**90%**) of the Taxable Value of New Tangible Personal Property in each annual rendition of New Tangible Personal Property occurring during the First Year of Abatement and within the nine (9) calendar years after the First Year of Abatement ("**Phase I**"). For clarity, the parties intend for the abatements under this Agreement to apply only to New Tangible Personal Property owned by Company, or by an assignee of Company that is consented to by County or otherwise permitted under Section 9.9. The County will work with Williamson Central Appraisal District to ensure the Williamson Central Appraisal District will assign each new installation, delivery, or location of New Tangible Personal Property an account number separate and apart from any other Tangible Personal Property for appraisal purposes, and establish, if necessary, a mutually acceptable administrative method to allow compliance with this Agreement.

3.3 The period of tax abatement for New Tangible Personal Property in each annual rendition shall be for a period of ten (10) consecutive years beginning with the first calendar year after each rendition of New Tangible Personal Property during Phase I.

3.4 During the period of tax abatement herein authorized, Owner shall be subject to all taxation not abated, including, but not limited to, ad valorem taxation on Owner's Land; however, for clarity, this provision is not intended to limit or restrict the rights and obligations under the Chapter 381 Economic Development Program and Agreement between the Parties hereto dated November 29, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "**381 Agreement**").

Article IV
Phase II Tax Abatement Authorized

4.1 Subject to the terms and conditions of this Agreement, the County grants Owner a tax abatement for New Tangible Personal Property for calendar years ten (10) through nineteen (19) *after* the First Year of Abatement (herein “**Phase II**”).

4.2 Subject to the terms and conditions of this Agreement, the County hereby grants Owner an abatement of eighty-five percent (**85%**) of the Taxable Value of New Tangible Personal Property in each annual rendition of New Tangible Personal Property occurring within Phase II.

4.3 The period of tax abatement for each installation, delivery or location of New Tangible Personal Property during Phase II shall be for a period of ten (10) consecutive years beginning with the first calendar year after each rendition of New Tangible Personal Property during Phase II.

4.4 Notwithstanding any provision of this Agreement to the contrary: (i) in no case shall any tax abatement be granted for New Tangible Personal Property rendered in Phase II for the twentieth (20th) year *after* the First Year of Abatement or thereafter; and (ii) in no case shall any New Tangible Personal Property receive abatement for more than ten (10) years; however, for clarity, this provision is not intended to limit or restrict the rights and obligations under the 381 Agreement.

Article V
Improvements

5.1 Owner intends to construct or cause to be constructed Improvements on portions of Owner’s Land that are in the Reinvestment Zone and to locate Tangible Personal Property at such Improvements. Nothing in this Agreement shall obligate Owner to construct the Improvements on Owner’s Land or to locate Tangible Personal Property thereat, but said actions are conditions precedent to tax abatement pursuant to this Agreement.

5.2 Owner agrees, subject to delays resulting from one or more events of Force Majeure and/or the actions or omissions of the County, to cause Completion of Construction of 6,000,000 square feet of Improvements by December 31, 2026.

5.3 Owner agrees to maintain the Improvements during the Term of this Agreement in accordance with all applicable state and local laws, codes, and regulations in all material respects, or shall diligently pursue the cure of any material non-compliance.

5.4 The County, its agents and employees shall have the right of access to the Premises during and following construction to inspect the Improvements at reasonable times and with reasonable notice to Owner, and in accordance with visitor access and security policies of the Owner, in order to ensure that the construction of the Improvements are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof).

Article VI
Default: Recapture of Tax Revenue

6.1 If Owner fails to comply with its obligations in Section 5.2 and does not cure such failure within the notice and cure periods described in Section 6.2, then Owner shall be in default of this Agreement, and as liquidated damages in the event of such default, (i) no abatement shall be granted for the calendar year the County declares such default; and (ii) the Owner shall, within thirty (30) days after demand, pay to the County the amount of property tax revenue lost in the calendar years preceding such termination which otherwise would have been paid by the Owner to the County without the benefit of the tax abatement under this Agreement, for the property subject to this Agreement, plus interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalties.

In the event Owner (i) has delinquent ad valorem taxes owed to the County, and does not cure such delinquency within sixty (60) days after written notice from the County (provided Owner retains its right to timely and properly protest such taxes or assessment); (ii) has an event of Bankruptcy or Insolvency; or (iii) breaches any of the other terms and conditions of this Agreement (i.e., other than Section 5.2), and does not cure such breach within the notice and cure periods described in Section 6.2 of this Agreement, as the case may be, then Owner shall be in default of this Agreement. As liquidated damages in the event of such default, the Owner shall, within thirty (30) days after demand, pay to the County all taxes with respect to the three (3) years directly preceding the date of the notice of default which otherwise would have been paid by the Owner to the County without the benefit of the tax abatement under this Agreement, for the property subject to this Agreement, plus interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalties.

For clarity, it is understood and agreed by the Parties that if a particular action is to be performed by a certain date, and such action is not performed by the required date in the first instance but is then performed before the end of the applicable cure period, then the action shall be deemed to have been performed on time in the first instance, with no effect given to the initial delay.

The Parties acknowledge that actual damages in the event of default and termination by the County would be speculative and difficult to determine. The Parties further agree that the amount of abated tax, including interest, as a result of this Agreement, shall, in accordance with the above provisions of this Section 6.1, be recoverable against the Owner, its successors and assigns and shall constitute a tax lien against the Premises, and shall become due, owing, and shall be paid to the County within thirty (30) days after notice of termination.

6.2 Upon breach by Owner of any of the obligations under this Agreement, the County shall notify Owner in writing, and Owner shall have ninety (90) days from receipt of the notice in which to cure any such default. If the default cannot reasonably be cured within such 90-day period, and the Owner has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the County shall extend the period in which the default must be cured for an additional sixty (60) days.

6.3 If the Owner fails to cure the default within the time provided as specified above or, as such time period may be extended, the County, at its sole option, shall have the right to terminate this Agreement by providing written notice to the Owner.

6.4 Upon termination of this Agreement by County, the amount of liquidated damages set forth in Section 6.1, shall become a debt to the County as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is provided. The County shall have all remedies for the collection of the abated tax described in Section 6.1 provided generally in the Tax Code for the collection of delinquent property tax, but without penalties. The computation of the abated tax for the purposes of the Agreement shall be based upon the full Taxable Value of the New Tangible Personal Property without tax abatement for the applicable years for which recapture is required as set forth above and in which tax abatement hereunder was received by the Owner, as determined by the Williamson Central Appraisal District, multiplied by the tax rate of the years in question, as calculated by the Williamson County Tax Assessor-Collector. The liquidated damages shall incur interest as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

Article VII
Annual Application for Tax Exemption

It shall be the responsibility of the Owner, pursuant to Section 11.43 of the Tax Code, as amended, to file, **on or before April 30**, an annual exemption application form for the New Tangible Personal Property with the Williamson County Chief Appraiser. A copy of the respective exemption application shall be submitted to the County upon request.

Article VIII
Annual Rendition

The Owner shall annually render the value of the New Tangible Personal Property to the Williamson Central Appraisal District and shall provide a copy of the same to the County upon written request.

Article IX
Miscellaneous

9.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received upon the earlier of (a) actual receipt or (b) three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below, or such other address as is designated by the applicable Party from time to time, or on the day actually received as sent by courier or otherwise hand delivered.

If intended for County, to:

Attn: Bill Gravell, Jr.
County Judge
Williamson County
710 Main Street

With a copy to:

Charlie Crossfield
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas

Georgetown, Texas 78626

If intended for Owner, to:

Attn: Chief Financial Officer
Samsung Austin Semiconductor, LLC
12100 Samsung Boulevard
Austin, Texas 78754

With a copy to:

Attn: General Counsel
Samsung Austin Semiconductor, LLC
12100 Samsung Boulevard
Austin, Texas 78754

9.2 Authorization. This Agreement was authorized by resolution of the County Commissioners of Williamson County at a meeting authorizing the County Judge to execute this Agreement on behalf of the County.

9.3 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal, unconstitutional or unenforceable, such invalidity, illegality, unconstitutionality or unenforceability shall not affect other provisions, and it is the intention of the Parties that in lieu of each provision that is held to be invalid, illegal, unconstitutional or unenforceable, a provision will be added to this Agreement which is valid, legal, constitutional and enforceable and is as similar in terms as possible to the provision held to be invalid, illegal, unconstitutional or unenforceable.

9.4 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

9.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. This Agreement may be executed in facsimile or electronically transmitted portable document format (“PDF”) or by electronic means, and such signatures shall have the same force of law as one executed and witnessed by the parties in person.

9.6 Entire Agreement. This Agreement is the entire agreement of the Parties with respect to the tax abatements provided for hereunder. This Agreement cannot be modified without written agreement of the Parties.

9.7 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

9.8 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

9.9 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by the Owner without the prior written consent of the County not to be unreasonably withheld, delayed, or conditioned; provided, however, that Owner may (without the consent of the County) assign this Agreement in its entirety to an Owner Affiliate upon written notice to the County; provided, however, no such assignment

without the County’s consent shall be effective as to the County unless and until the County receives a copy of the written assignment that provides for the Owner Affiliate to assume all rights and obligations of Owner set forth in this Agreement.

9.10 Employment of Undocumented Workers. Owner has executed the certification attached hereto as **Exhibit “C.”** During the Term of this Agreement, the Owner agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Owner shall repay the taxes abated herein, and any other funds received by the Owner from the County as of the date of such violation within 120 days after the date the Owner is notified by the County of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Owner is not liable for a violation of this section by a subsidiary, affiliate (Owner Affiliate), or franchisee of Owner or by a person with whom Owner contracts. Owner hereby verifies in accordance with the requirements of Chapters 2271, 2274, and 2274 of the Government Code and subject to applicable law that Owner will not Boycott Israel, does not and will not Boycott Energy Companies, and does not and will not Discriminate Against Firearm Entities or Firearm Trade Associations, as such capitalized terms are defined in such chapters of the Government Code and subject to the provisions of such chapters of the Government Code.

Article X Amendments to Chapter 381 Agreement

10.1 Authority. The provisions of this Article X are adopted by the County independently of the provisions preceding Article X in this Agreement, and are authorized by Chapter 381 of the Texas Local Government Code. The provisions below are to be interpreted independently of Articles I through IX above which are being adopted under Chapter 312 of the Texas Tax Code.

10.2 Amended and Restated 381 Agreement. That one certain Chapter 381 Economic Development Program and Agreement made and entered into on the 29th day of November, 2021, by and between Williamson County, Texas, a Texas political subdivision (hereinafter referred to as “**County**”), and Samsung Austin Semiconductor, LLC (hereinafter referred to as “**Company**”) (the “**Original 381 Agreement**”), is currently in force and there are no defaults thereunder. The Original 381 Agreement is hereby amended, restated, replaced and superseded in its entirety by the Amended and Restated Chapter 381 Economic Development Program and Agreement attached hereto as **Exhibit “D”** (the “**381 Agreement**”). The 381 Agreement is currently in force and there are no defaults thereunder.

[Signature page to follow]

EXECUTED this ___ day of _____ 2023.

WILLIAMSON COUNTY TEXAS

By: _____
Bill Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

EXECUTED this 18th day of August 2023.

SAMSUNG AUSTIN SEMICONDUCTOR, LLC

By: _____
Name: Bonyoung Koo
Title: EVP (President)

EXHIBIT "A"
Land

DESCRIPTION

A 1216.78 Acre (53,002,770 Square Feet), tract of land, lying within the Benjamin J. Survey Abstract 631, the Thomas B. Lee Survey Abstract 800, the Lucius A. Tyler Survey Abstract 632, the H.T.&B.R.R.Co Survey Abstract 315, the H.T.&B.R.R.Co Survey Abstract 318, the GW Tyler Survey Abstract 636, the George N Tyler Survey Abstract 634 and the Jacob Ebberly Survey, Abstract 923, Williamson County, Texas, and being the following tracts conveyed to Samsung Austin Semiconductor, LLC, a portion of a called 100.57 acre tract in Document No. 2021184352, a called 7.19 acre tract in Document No. 2021184013, a called 35.18 acre tract in Document No. 2021183985, a portion of a called 11.02 acre tract in Document No. 2021184141, the remainder of a called 79.36 acre tract, Tract 1 and a portion of a called 159.14 acre tract, Tract 2 both in Document No. 2021184492, a portion of a called 33.62 acre tract, Tract 1, Parcel A, a called 1.85 acre tract, Tract 1, Parcel B, and a called 21.67 acre tract, Tract 2 all three in Document No. 2021184917, a portion of a called 23.58 acre tract in Document No. 2021184841, a called 29.87 acre tract in Document No. 2021183753, a called 29.99 acre tract in Document No. 2021184513, a called 11.18 acre tract in Document No. 2021185096, a called 70.38 acre tract in Document No. 2021184494, a called 61.29 acre tract, Tract 1 and a called 84.06 acre tract, Tract 2 both in Document No. 2021181069, a called 18.92 acre tract in Document No. 2021184843, a called 7.85 acre tract in Document No. 2021184919, a called 0.875 acre tract in Document No. 2021183313, a called 2.00 acre tract in Document No. 2021184507, a called 5.30 acre tract in Document No. 2021184505, a called 140.73 acre tract in Document No. 2021184511, a called 0.93 acre tract in Document No. 2021187920, a called 95.27 acre tract in Document No. 2021184038, a called 164.63 acre tract in Document No. 2021184270, a called 51.57 acre tract in Document No. 2021183993, the remainder of a called 8.43 acre tract in Document No. 2021184854 and a called 14.37 acre tract in Document No. 2022005387, a portion of released County Road 404 in Document No. 2022105501, the remainder of a called 0.81 acre tract (Tract 1) and of a called 0.6145 acre tract (Tract 2) in Document No. 2023019378, all in the Official Public Records of Williamson County, Texas, described As Follows:

COMMEINCING, at a 1/2" iron rod with cap stamped "COBB FENDLEY" found, for the northeastern corner of said 100.57 acre tract and also being the northeastern corner of a called 1.533 acre tract, conveyed to Williamson County, in Document No. 2023019379, in the Official Public Records of Williamson County, Texas;

THENCE, with the eastern line of said 100.57 acre tract and also being the eastern line of said 1.533 acre tract, S 07° 24' 04" W, a distance of 289.50 feet to a calculated point for the southeastern corner of said 1.533 acre tract and also being on the western right of way line of Farm to Market Road 973 (right of way varies), for the **POINT OF BEGINNING** of the herein described tract;

THENCE, with the western right of way line of said Farm to Market Road 973 and also being the eastern line of said 100.57 acre tract, said 7.19 acre tract, said 35.18 acre tract and said 11.02 acre tract, the following three (3) courses and distances:

1. S 07° 24' 04" W, a distance of 2110.72 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. S 82° 29' 00" E, a distance of 20.69 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
3. S 07° 23' 06" W, passing at a distance of 307.06 feet a TxDOT monument with aluminum cap found for the southeastern corner of said 7.19 acre tract and also being the most eastern northeastern corner of said 35.18 acre tract, in all a total distance of 974.11 feet to a calculated point, being the northeastern corner of a called 52.689 acre tract, conveyed to Williamson County, in Document No. 2023019376, in the Official Public Records of Williamson County, Texas, for the southeastern corner of the herein described tract;

THENCE, over and across said 11.02 acre tract, said 159.14 acre tract, said 33.62 acre tract, said 23.58 acre tract and with northern line of said 52.689 acre tract, N 82° 16' 08" W, a distance of 7676.48 feet to a calculated point on the western line of said 23.58 acre tract and also being on the eastern right of way line of County Road 404 (right of way varies), for the southwestern corner of the herein described tract;

THENCE, with the eastern right of way line of said County Road 404 and also being the western line of said 23.58 acre tract, said 29.87 acre tract, said 1.85 acre tract, said 29.99 acre tract and said 11.18 acre tract, N 07° 33' 46" E, a distance of 1643.95 feet to a 1/2" iron rod found for the northwestern corner of said 11.18 acre tract, the southwestern corner of said 70.38 acre tract and also being the southeastern corner of said remainder of 0.81 acre tract;

THENCE, over and across County Road 404, with the southern line of said remainder of 0.81 acre tract and said released portion of County Road 404, N 82° 04' 00" W, a distance of 32.30 feet to a calculated point in the approximate center line of said County Road 404;

THENCE, over and across County Road 404, along the approximate center line of said County Road 404, the following two (2) courses and distances:

1. N 07° 37' 22" E, a distance of 1726.19 feet to a calculated point;

2. N 07° 37' 22" E, a distance of 88.30 feet to a calculated point on the northern right-of-way line of County Road 404 and also being the southern line of said 164.63 acre tract;

THENCE, with the southern line of said 164.63 acre tract and also being the northern right-of-way line of said County Road 404, N 82° 01' 09" W, a distance of 234.06 feet to a 1/2" iron rod with plastic cap found for the southwestern corner of said 164.63 acre tract and also being an ell corner of the remainder of a called 194.559 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058746, Official Public Records of Williamson County, Texas;

THENCE, with the western line of said 164.63 acre tract, being the eastern line of said 194.559 acre tract, the eastern line of a called 183.84 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058736, Official Public Records of Williamson County, Texas and also being the eastern line of a called 183.94 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058735, Official Public Records of Williamson County, the following three (3) courses and distances;

1. N 07° 20' 22" E, a distance of 963.95 feet to a post found;
2. S 82° 39' 33" E, a distance of 232.48 feet to a 1/2" iron rod with "SAM SURVEYING" cap found;
3. N 07° 36' 06" E, a distance of 2035.60 feet to a 1/2" iron rod found for the northwestern corner of said 164.63 acre tract and also being the southwestern corner of a called 305.22 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 2005011334, Official Public Records of Williamson County, Texas, for the most western northwestern corner of the herein described tract;

THENCE, with the northern line of said 164.63 acre tract and also being the southern line of said 305.22 acre tract, S 82° 27' 21" E, a distance of 2297.84 feet to a 1/2" iron rod found for the northeastern corner of said 164.63 acre tract, the southeastern corner of said 305.22 acre tract, the northwestern corner of said 61.29 acre tract and also being the southwestern corner of said 51.57 acre tract;

THENCE, with the western line of said 51.57 acre tract and also being the eastern line of said 305.22 acre tract, N 07° 13' 32" E, a distance of 978.27 feet to a post found for the northwestern corner of said 51.57 acre tract and also being the southwestern corner of a called 79.74 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 200501133, Official Public Records of Williamson County, Texas;

THENCE, with the northern line of said 51.57 acre tract and northern line of said 14.37 acre tract also being the southern line of said 79.74 acre tract and the southern ROW line of County Road 401 (right of way varies), S 82° 46' 28" E, a distance of 2328.97 feet to a 1/2" iron rod with "ATWELL LLC" cap set on the eastern right of way line of said County Road 401 and also being on the western line of said 79.36 acre tract;

THENCE, with the eastern right of way line of said County Road 401 and also being on the western line of said 79.36 acre tract, N 07° 06' 15" E, a distance of 365.08 feet to a 1/2" iron rod with "ATWELL LLC" cap set for an ell corner of said 79.36 acre tract and also being the southwestern corner of said remainder of 8.43 acre tract;

THENCE, with the eastern right of way line of said County Road 401 and also being the western line of said remainder of 8.43 acre tract, N 07° 18' 23" E, a distance of 422.83 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the northwestern corner of said remainder of 8.43 acre tract and also being the southwestern corner of a called 1.13 acre tract, Tract 2 conveyed to Prophet Capital Management, LTD in Document No. 2021187922, Official Public Records of Williamson County, Texas;

THENCE, with the southern line of said 1.13 acre tract and of a called 1.50 acre tract, Tract 1 conveyed to Prophet Capital Management, LTD in Document No. 2021187922, Official Public Records of Williamson County, Texas and also being the northern line of said remainder of 8.43 acre tract and said remainder of 79.36 acre tract, S 82° 28' 11" E, a distance of 1904.77 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southeastern corner of said 1.50 acre tract and also being on the western line of a called 151.17 acre tract, (Tract 1) conveyed to Prophet Capital Management, LTD in Document No. 2019032467, Official Public Records of Williamson County, Texas, for the northeastern corner of the herein described tract;

THENCE, with the eastern line of said 79.36 acre tract and also being the western line of said 151.17 acre tract, S 07° 08' 58" W, a distance of 1947.41 feet to a 1/2" iron rod found for the southeastern corner of said 79.36 acre tract and also being the northeastern corner of said 0.93 acre tract;

THENCE, with the eastern line of said 0.93 acre tract and also being the western line of said 151.17 acre tract, S 16° 12' 59" W, a distance of 23.14 feet to a 1/2" iron rod found for the southeastern corner of said 0.93 acre tract, the southwestern corner of said 151.17 acre tract and also being on the northern line of said 140.73 acre tract;

THENCE, with the northern line of said 140.73 acre tract and also being the southern line of said 151.17 acre tract, S 82° 21' 54" E, a distance of 365.25 feet to a 1/2" iron rod found for the northeastern corner of said 140.73 acre tract and also

being the northwestern corner of the remainder of a called 75 acre tract, conveyed to Tony Daniel Michalik in Volume 440, Page 579, Deed Records of Williamson County, Texas;

THENCE, with the eastern line of said 140.73 acre tract and said 14.37 acre tract and also being the western line of said 75 acre tract, the following five (5) courses and distances:

1. S 07° 50' 32" W, a distance of 1249.86 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. N 82° 10' 24" W, a distance of 158.33 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
3. S 07° 49' 36" W, a distance of 40.00 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
4. S 82° 10' 24" E, a distance of 158.33 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
5. S 07° 48' 15" W, passing at a distance of 1626.42 feet, the most southern southeastern corner of said 14.37 acre tract, being on the northern line of said 100.57 acre tract, and also being the northwestern corner of said 1.533 acre tract, in all a total distance of 1702.42 feet to a calculated point for the southwestern corner of said 1.533 acre tract;

THENCE, with the southern line of said 1.533 acre tract and over and across said 100.57 acre tract, the following two (2) courses and distances;

1. S 82° 09' 51" E, a distance of 743.00 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. S 06° 49' 16" E, a distance of 220.67 feet to the **POINT OF BEGINNING**.

Containing 1216.78 acres or 53,002,770 square feet, more or less.

BEARING BASIS NOTE

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

Robert J. Gertson, RPLS
Texas Registration No. 6367
Atwell, LLC
805 Las Cimas Parkway, Suite 310
Austin, Texas 78746
Ph. 512-904-0505
TBPE LS Firm No. 10193726



07/24/2023

k:\21100255\dwg\survey\21100255.dwg Savedate: 1/24/2023 1:50 PM Plotdate: 1/24/2023 1:51 PM

(T1)
CALLED
51.57 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021183993
O.P.R.W.C.T.

(T2)
CALLED
8.43 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184854
O.P.R.W.C.T.

(T3)
CALLED
79.36 ACRES, TRACT 1
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184492
O.P.R.W.C.T.

(T4)
CALLED
164.63 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184270
O.P.R.W.C.T.

(T5)
CALLED
61.29 ACRES, TRACT 1
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021181069
O.P.R.W.C.T.

(T6)
CALLED
95.27 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184038
O.P.R.W.C.T.

(T7)
CALLED
0.93 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021187920
O.P.R.W.C.T.

(T8)
CALLED
140.73 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184511
O.P.R.W.C.T.

(T9)
CALLED
14.37 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2022005387
O.P.R.W.C.T.

(T10)
CALLED
5.30 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184505
O.P.R.W.C.T.

(T11)
CALLED
2.00 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184507
O.P.R.W.C.T.

(T12)
CALLED
0.6145 AC. TRACT 2
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2023019378
O.P.R.W.C.T.

(T13)
CALLED
PORTION CR 404
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2022105501
O.P.R.W.C.T.

(T14)
CALLED
70.38 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184494
O.P.R.W.C.T.

(T15)
CALLED
84.06 ACRES, TRACT 2
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021181069
O.P.R.W.C.T.

(T16)
CALLED
159.14 ACRES, TRACT 2
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184492
O.P.R.W.C.T.

(T17)
CALLED
0.875 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021183313
O.P.R.W.C.T.

(T18)
CALLED
100.57 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184352
O.P.R.W.C.T.

(T19)
CALLED
11.18 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021185096
O.P.R.W.C.T.

(T20)
CALLED
18.92 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184843
O.P.R.W.C.T.

(T21)
CALLED
21.67 ACRES, TRACT 2,
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184917
O.P.R.W.C.T.

(T22)
CALLED
29.99 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184513
O.P.R.W.C.T.

(T23)
CALLED
1.85 ACRES, TRACT 1,
PARCEL B
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO. 2021184917
O.P.R.W.C.T.

(T24)
CALLED
7.85 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184919
O.P.R.W.C.T.

(T25)
CALLED
29.87 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021183753
O.P.R.W.C.T.

(T26)
CALLED
33.62 ACRES, TRACT
1, PARCEL A
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184917
O.P.R.W.C.T.

(T27)
CALLED
23.58 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184841
O.P.R.W.C.T.

(T28)
CALLED
7.19 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184013
O.P.R.W.C.T.

(T29)
CALLED
35.18 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021183985
O.P.R.W.C.T.

(T30)
CALLED 11.02 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184141
O.P.R.W.C.T.

(T31)
CALLED
PORTION OF
0.81 AC. TRACT 1
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2023019378
O.P.R.W.C.T.

1216.78 ACRE
WILLIAMSON COUNTY, TEXAS

DATE:	07/24/23
DRAWN:	AY
CHECKED:	RG
JOB NO.:	21002557

SHT.
05
OF
05



ATWELL
www.atwell-group.com
605 LAS COMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.954.0505
IRPE 15 71083725

EXHIBIT "B"

Reinvestment Zone

DESCRIPTION

A 1268.23 Acre (55,244,173 Square Feet), tract of land, lying within the Benjamin J. Survey Abstract 631, the Thomas B. Lee Survey Abstract 800, the Lucius A. Tyler Survey Abstract 632, the H.T.&B.R.R.Co Survey Abstract 315, the H.T.&B.R.R.Co Survey Abstract 318, the GW Tyler Survey Abstract 636, the George N Tyler Survey Abstract 634 and the Jacob Ebberly Survey, Abstract 923, Williamson County, Texas, and being all of the following tracts conveyed to Samsung Austin Semiconductor, LLC, a called 100.57 acre tract in Document No. 2021184352, a called 7.19 acre tract in Document No. 2021184013, a called 35.18 acre tract in Document No. 2021183985, a called 11.02 acre tract in Document No. 2021184141, the remainder of a called 79.36 acre tract, Tract 1 and a called 159.14 acre tract, Tract 2 both in Document No. 2021184492, a called 33.62 acre tract, Tract 1, Parcel A, a called 1.85 acre tract, Tract 1, Parcel B, and a called 21.67 acre tract, Tract 2 all three in Document No. 2021184917, a called 23.58 acre tract in Document No. 2021184841, a called 29.87 acre tract in Document No. 2021183753, a called 29.99 acre tract in Document No. 2021184513, a called 11.18 acre tract in Document No. 2021185096, a called 70.38 acre tract in Document No. 2021184494, a called 61.29 acre tract, Tract 1 and a called 84.06 acre tract, Tract 2 both in Document No. 2021181069, a called 18.92 acre tract in Document No. 2021184843, a called 7.85 acre tract in Document No. 2021184919, a called 0.875 acre tract in Document No. 2021183313, a called 2.00 acre tract in Document No. 2021184507, a called 5.30 acre tract in Document No. 2021184505, a called 140.73 acre tract in Document No. 2021184511, a called 0.93 acre tract in Document No. 2021187920, a called 95.27 acre tract in Document No. 2021184038, a called 164.63 acre tract in Document No. 2021184270, a called 51.57 acre tract in Document No. 2021183993, the remainder of a called 8.43 acre tract in Document No. 2021184854 and a portion of a called 15.23 acre tract in Document No. 2021189911 all in the Official Public Records of Williamson County, Texas, described As Follows:

BEGINNING, at a 1/2" iron rod with cap stamped "COBB FENDLEY" found, for the northeastern corner of said 100.57 acre tract and also being the intersection point of the southern right of way line of County Road 404 (right of way varies) with the western right of way line of Farm to Market Road 973 (right of way varies) for the **POINT OF BEGINNING** of the herein described tract;

THENCE, with the western right of way line of said Farm to Market Road 973 and also being the eastern line of said 100.57 acre tract, said 7.19 acre tract, said 35.18 acre tract and said 11.02 acre tract, the following three (3) courses and distances:

1. S 07° 24' 04" W, a distance of 2400.22 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. S 82° 29' 00" E, a distance of 20.69 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
3. S 07° 23' 06" W, passing at a distance of 307.06 feet a TxDOT monument with aluminum cap found for the southeastern corner of said 7.19 acre tract and also being the most eastern northeastern corner of said 35.18 acre tract, in all a total distance of 1176.05 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southeastern corner of the herein described tract;

THENCE, with the southern line of said 11.02 acre tract and said 159.14 acre tract and also being the northern line of a called 93.583 acre tract conveyed to M. Moore Family Farms, LLC in Document No. 2018097226, Official Public Records of Williamson County, Texas, N 82° 16' 01" W, passing at a distance of 1907.29 feet a 1/2" iron rod found for the southwestern corner of said 11.02 acre tract and also being the southeastern corner of said 159.14 acre tract, in all a total distance of 3840.55 feet to a 1/2" iron rod found for the southwestern corner of said 159.14 acre tract, the northwestern corner of said 93.583 acre tract and also being on the eastern line of said 33.62 acre tract;

THENCE, with the eastern line of said 33.62 acre tract and also being the western line of said 93.583 acre tract, S 07° 05' 14" W, a distance of 843.78 feet to a 2 1/2" wagon wheel hub found for the southeastern corner of said 33.62 acre tract and also being the northeastern corner of a called 242.54 acre tract, conveyed to Billy B. Trimble and wife, Betty O'Brien Trimble in Volume 2420, Page 29, Deed Records of Williamson County, Texas;

THENCE, with the southern line of said 33.62 acre tract, the northern lines of said 242.54 acre tract and of a called 26.63 acre tract, conveyed to John William Wilder in Volume 2406, Page 378, Official Records of Williamson County, Texas, the following four (4) courses and distances;

1. N 39° 26' 18" W, a distance of 834.84 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. N 34° 42' 04" W, a distance of 91.04 feet to a 1/4" iron rod found;
3. S 84° 59' 56" W, a distance of 145.60 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
4. N 82° 12' 04" W, a distance of 424.95 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southwestern corner of said 33.62 acre tract and also being an ell corner of said 26.63 acre tract;

THENCE, with the western line of said 33.62 acre tract and also being the eastern lines of said 26.63, N 07° 29' 21" E, a distance of 142.58 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southeastern corner of said 23.58 acre tract and also being the northeastern corner of said 26.63 acre tract;

THENCE, with the southern line of said 23.58 acre tract and also being the northern lines of said 26.63 acre tract, N 81° 50' 43" W, a distance of 2604.65 feet to a 1 1/4" iron rod found for the southwestern corner of said 23.58 acre tract, the northwestern corner of said 26.63 acre tract and also being on the eastern right of way line of County Road 404 (right of way varies), for the southwestern corner of the herein described tract;

THENCE, with the eastern right of way line of said County Road 404 and also being the western line of said 23.58 acre tract, said 29.87 acre tract, said 1.85 acre tract, said 29.99 acre tract and said 11.18 acre tract, N 07° 33' 46" E, passing at a distance of 394.60 feet a 1/2" iron rod found for the northwestern corner of said 23.58 acre tract and also being the southwestern corner of said 29.87 acre tract, passing at a distance of 894.20 feet a 1/2" iron rod found for the northwestern corner of said 29.87 acre tract and also being the southwestern corner of said 1.85 acre tract, in all a total distance of 1924.49 feet to a 1/2" iron rod found for the northwestern corner of said 11.18 acre tract and also being the southwestern corner of said 70.38 acre tract;

THENCE, continuing with the eastern right of way line of said County Road 404 and also being the western line of said 70.38 acre tract, the following two (2) courses and distances:

1. N 07° 17' 54" E, a distance of 1440.52 feet to a 1/2" iron rod with "ATWELL LLC" cap set, for the point of curvature of a curve to the right;
2. With said curve to the right, an arc distance of 464.06 feet, having a radius of 370.00 feet, an angle of 71° 51' 43", and a chord bearing N 50° 50' 35" E, a distance of 434.24 feet a 1/2" iron rod with "KC ENG" cap found for the most eastern northwestern corner of said 70.38 acre tract and also being the most southern southwestern corner of said 14.37 acre tract;

THENCE, with the eastern right of way line of said County Road 404 and also being the western line of said 14.37 acre tract, N 07° 58' 51" E, a distance of 55.72 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the most northern southwestern corner of said 14.37 acre tract, being on the southern line of said 164.63 acre tract and also being on the northern right of way of said County Road 404;

THENCE, with the southern line of said 164.63 acre tract and also being the northern right-of-way line of said County Road 404, N 82° 01' 09" W, a distance of 555.93 feet to a 1/2" iron rod with plastic cap found for the southwestern corner of said 164.63 acre tract and also being an ell corner of the remainder of a called 194.559 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058746, Official Public Records of Williamson County, Texas;

THENCE, with the western line of said 164.63 acre tract, being the eastern line of said 194.559 acre tract, the eastern line of a called 183.84 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058736, Official Public Records of Williamson County, Texas and also being the eastern line of a called 183.94 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058735, Official Public Records of Williamson County, the following three (3) courses and distances;

1. N 07° 20' 22" E, a distance of 963.95 feet to a post found;
2. S 82° 39' 33" E, a distance of 232.48 feet to a 1/2" iron rod with "SAM SURVEYING" cap found;
3. N 07° 36' 06" E, a distance of 2035.60 feet to a 1/2" iron rod found for the northwestern corner of said 164.63 acre tract and also being the southwestern corner of a called 305.22 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 2005011334, Official Public Records of Williamson County, Texas, for the most western northwestern corner of the herein described tract;

THENCE, with the northern line of said 164.63 acre tract and also being the southern line of said 305.22 acre tract, S 82° 27' 21" E, a distance of 2297.84 feet to a 1/2" iron rod found for the northeastern corner of said 164.63 acre tract, the southeastern corner of said 305.22 acre tract, the northwestern corner of said 61.29 acre tract and also being the southwestern corner of said 51.57 acre tract;

THENCE, with the western line of said 51.57 acre tract and also being the eastern line of said 305.22 acre tract, N 07° 13' 32" E, a distance of 978.27 feet to a post found for the northwestern corner of said 51.57 acre tract and also being the southwestern corner of a called 79.74 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 200501133, Official Public Records of Williamson County, Texas;

THENCE, with the northern line of said 51.57 acre tract and northern line of said 14.37 acre tract also being the southern line of said 79.74 acre tract and the southern ROW line of County Road 401 (right of way varies), S 82° 46' 28" E, a distance of 2328.97 feet to a 1/2" iron rod with "ATWELL LLC" cap set on the eastern right of way line of said County Road 401 and also being on the western line of said 79.36 acre tract;

THENCE, with the eastern right of way line of said County Road 401 and also being on the western line of said 79.36 acre tract, N 07° 06' 15" E, a distance of 365.08 feet to a 1/2" iron rod with "ATWELL LLC" cap set for an ell corner of said 79.36 acre tract and also being the southwestern corner of said remainder of 8.43 acre tract;

THENCE, with the eastern right of way line of said County Road 401 and also being the western line of said remainder of 8.43 acre tract, N 07° 18' 23" E, a distance of 422.83 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the northwestern corner of said remainder of 8.43 acre tract and also being the southwestern corner of a called 1.13 acre tract, Tract 2 conveyed to Prophet Capital Management, LTD in Document No. 2021187922, Official Public Records of Williamson County, Texas;

THENCE, with the southern line of said 1.13 acre tract and of a called 1.50 acre tract, Tract 1 conveyed to Prophet Capital Management, LTD in Document No. 2021187922, Official Public Records of Williamson County, Texas and also being the northern line of said remainder of 8.43 acre tract and said remainder of 79.36 acre tract, S 82° 28' 11" E, a distance of 1904.77 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southeastern corner of said 1.50 acre tract and also being on the western line of a called 151.17 acre tract, (Tract 1) conveyed to Prophet Capital Management, LTD in Document No. 2019032467, Official Public Records of Williamson County, Texas, for the northeastern corner of the herein described tract;

THENCE, with the eastern line of said 79.36 acre tract and also being the western line of said 151.17 acre tract, S 07° 08' 58" W, a distance of 1947.41 feet to a 1/2" iron rod found for the southeastern corner of said 79.36 acre tract and also being the northeastern corner of said 0.93 acre tract;

THENCE, with the eastern line of said 0.93 acre tract and also being the western line of said 151.17 acre tract, S 16° 12' 59" W, a distance of 23.14 feet to a 1/2" iron rod found for the southeastern corner of said 0.93 acre tract, the southwestern corner of said 151.17 acre tract and also being on the northern line of said 140.73 acre tract;

THENCE, with the northern line of said 140.73 acre tract and also being the southern line of said 151.17 acre tract, S 82° 21' 54" E, a distance of 365.25 feet to a 1/2" iron rod found for the northeastern corner of said 140.73 acre tract and also being the northwestern corner of the remainder of a called 75 acre tract, conveyed to Tony Daniel Michalik in Volume 440, Page 579, Deed Records of Williamson County, Texas;

THENCE, with the eastern line of said 140.73 acre tract and said 14.37 acre tract and also being the western line of said 75 acre tract, the following five (5) courses and distances:

1. S 07° 50' 32" W, a distance of 1249.86 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. N 82° 10' 24" W, a distance of 158.33 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
3. S 07° 49' 36" W, a distance of 40.00 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
4. S 82° 10' 24" E, a distance of 158.33 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
5. S 07° 48' 15" W, a distance of 1626.42 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the most southern southeastern corner of said 14.37 acre tract, being on the northern line of said 100.57 acre tract and also being on the southern right of way line of County Road 404 (right of way varies);

THENCE, with the southern right of way line of said County Road 404 and also being the northern line of said 100.57 acre tract, S 82° 09' 51" E, a distance of 796.69 feet to the **POINT OF BEGINNING**.

Containing 1268.23 acres or 55,244,173 square feet, more or less.

BEARING BASIS NOTE

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

Robert J. Gertson, RPLS
Texas Registration No. 6367
Atwell, LLC
805 Las Cimas Parkway, Suite 310
Austin, Texas 78746
Ph. 512-904-0505
TBPE LS Firm No. 10193726



12/30/2021

Page 3 of 3



EXHIBIT "C"

Certification Regarding Employment of Undocumented Aliens

Samsung Austin Semiconductor, LLC, a Delaware limited liability company (the "**Company**") hereby certifies to Williamson County, Texas that Company and any branches, divisions, or departments of Company do not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code.

Samsung Austin Semiconductor, LLC


By: 
Name: Bonyoung Koo
Title: EVP (President)
Date: 8/18/2023

EXHIBIT “D”
Amended and Restated 381 Agreement

**WILLIAMSON COUNTY AND SAMSUNG AUSTIN SEMICONDUCTOR, LLC
AMENDED AND RESTATED
CHAPTER 381 ECONOMIC DEVELOPMENT
PROGRAM AND AGREEMENT**

This **AMENDED AND RESTATED CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (this "**Agreement**") is made and entered into by and between **WILLIAMSON COUNTY** (hereinafter referred to as "**County**"), a Texas political subdivision, and **SAMSUNG AUSTIN SEMICONDUCTOR, LLC** (hereinafter referred to as "**Company**"), as of the ___ day of _____, 2023 (the "**Effective Date**") for the purposes and considerations stated below:

WHEREAS, the Company desires to invest in excess of \$17 billion dollars in land, buildings, equipment and other personal business property in Williamson County, Texas over the term of this Agreement; and

WHEREAS, the Company desires to enter into this Agreement pursuant to Chapter 381 of the Texas Local Government Code (hereinafter referred to as "**Chapter 381**"); and

WHEREAS, the County desires to provide, pursuant to Chapter 381, an incentive to Company to locate in Williamson County, Texas, and

WHEREAS, the County has the authority under Chapter 381 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the County; and

WHEREAS, the County determines that the grants as specified herein to Company will serve the public purpose of promoting local economic development and enhancing business and commercial activity within the County; and

WHEREAS, the Company has acquired certain real property located in Williamson County, Texas that is described on **Exhibit "A"** attached hereto (the "**Land**"), to construct thereon buildings and other real estate improvements (the "**Facilities**"); and

WHEREAS, the Company intends to create up to 1,800 Full-Time Equivalent Jobs (as defined below) during the Term (as defined below) which will encourage increased economic development in the County, provide significant increases in the County's tax revenues, and improve the County's ability to provide for the health, safety and welfare of its citizens (the "**Purpose**") (the Property, the Full-Time Equivalent Jobs and the Purpose are collectively referred to herein as the "**Project**"); and

WHEREAS, the County has concluded and hereby finds that this Agreement clearly promotes economic development in the County and, as such, meets the requisites under Chapter 381 of the Texas Local Government Code and further, is in the best interests of the County.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. TERM.

The “**Term**” of this Agreement shall be ten (10) full tax years commencing on the earlier of (a) January 1, 2024 or (b) first full tax year following the Company’s Completion of Construction for a minimum of 6,000,000 square feet of Facilities on the Land (such earlier date being the “**Commencement Date**”); provided, however, that Company may, at its sole discretion and sole option, elect to delay the Commencement Date by up to one (1) year by delivering a notice to the County stating such desire (a “**Notice of Commencement Change**”), and in such case, the Commencement Date shall be the date identified in the Notice of Commencement Change. A second ten (10) year extension of the Term shall be granted if the Company meets certain conditions specified herein.

SECTION 2. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) Ad Valorem Taxes. The words “**Ad Valorem Taxes**” shall mean all those real property ad valorem taxes which are required to be paid to the County based on the assessed value of the Property. Ad Valorem Taxes include those taxes paid into the County Operation and Maintenance Fund and the County Debt Fund, but specifically excludes the payment into the County Road and Bridge Fund.

(b) Agreement. The word “**Agreement**” means this Amended and Restated Chapter 381 Economic Development Program and Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

(c) Company. The word “**Company**” means Samsung Austin Semiconductor, LLC. For the purposes of this Agreement, including the address for sending notice, Company’s address is 12100 Samsung Blvd., Austin Texas 78754.

(d) Completion of Construction. The term “**Completion of Construction**” shall mean, as to a particular portion of Facilities, that: (i) the construction of the relevant portion of Facilities has been substantially completed; or (ii) a temporary or final certificate of occupancy has been issued by the City of Taylor for the occupancy of the relevant portion of the Facilities by the Company.

(e) Company Affiliate. The term “**Company Affiliate**” shall mean any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, Company. The term “control” shall mean direct or indirect ownership of more than fifty percent (50%) of the voting stock of a corporation (or equivalent equity interest for other types of entities) or the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities, by contract or otherwise.

(f) County. The word “**County**” means Williamson County, Texas. For purposes of this Agreement, including the address for sending notice, County’s address is 710 Main Street, Suite 101, Georgetown, TX 78626.

(g) Facilities. The word “**Facilities**” is defined in the Recitals.

(h) Full-Time Equivalent Job. The words “**Full-Time Equivalent Job**” mean a job filled by an individual who must work for a period of not less than forty (40) hours per week or if less than forty (40) hours a week, the number of hours per week that the Company represents to be in accordance with its designated full-time employment policy as of the reporting year.

(i) Grant. The word “**Grant**” means a payment to Company under the terms of this Agreement computed with reference to the Ad Valorem Taxes paid to the County by the Company for the Property, and payable from the County’s Operation and Maintenance Fund and County Debt Fund in the amount set forth in Section 4 below.

(j) Grant Submittal Package. The words “**Grant Submittal Package**” mean the documentation required to be supplied to County as further described in Section 3 below as a condition of receipt of any Grant.

(k) Land. The word “**Land**” shall mean the real property as described in **Exhibit “A”**.

(l) Program. The word “**Program**” refers to the adoption of this Economic Development Program as called for in Section 381.004 of the Texas Local Government Code.

(m) Project. The word “**Project**” shall have the meaning described in the Recitals above.

(n) Property. The word “**Property**” means, collectively, (i) all of the Land and (ii) those parts of the Facilities that are owned by Company, or by an assignee of Company that is consented to by County or otherwise permitted under Section 8(c).

(o) Purpose. The word “**Purpose**” shall have the meaning described in the Recitals above.

(p) Tax Abatement Agreement. The term “Tax Abatement Agreement” shall mean that certain Tax Abatement Agreement between the County and Owner.

(q) Term. The word “**Term**” means the term of this Agreement set forth in Section 1 above.

(r) WCAD. The term “**WCAD**” refers to the Williamson County Central Appraisal District.

SECTION 3. OBLIGATIONS OF COMPANY.

During the Term, Company shall comply with the following terms and conditions:

(a) Company agrees, subject to delays resulting from one or more events of Force Majeure and/or the actions or omissions of the County, to cause Completion of Construction of 6,000,000 square feet of Facilities by December 31, 2026.

(b) In the event the Company fails to cause Completion of Construction for a minimum square footage of Facilities as described above, subject to Force Majeure and/or the actions or omissions of the County, or if Company discontinues the operation of the Facilities for any reason for more than 180 consecutive days (and in the event of a major equipment repair or retooling the County and the Company shall work to mutually agree to the allowable period of nonoperation), then the County may terminate this Agreement after provision of written notice to Company pursuant to the notice provisions in this Agreement and the Company's failure to cure within the applicable cure period.

(c) The Company agrees to create a total of 1,800 Full-Time Equivalent Jobs, which shall include the initial Full-Time Equivalent Jobs, as follows:

(1) Company shall create an initial 300 Full-Time Equivalent Jobs by the second anniversary of the commencement of the Term;

(2) Company shall create an additional 600 Full-Time Equivalent Jobs by the fifth anniversary of the commencement of the Term for a cumulative total of 900 Full-Time Equivalent Jobs; and

(3) Company shall create an additional 900 Full-Time Equivalent Jobs by the seventh anniversary of the commencement of the Term for a cumulative total of 1,800 Full-Time Equivalent Jobs.

Failure of Company to provide the required number of Full-Time Equivalent Jobs at any applicable anniversary of the commencement of the Term shall not be considered an Event of Default unless the number of Full-Time Equivalent Jobs actually provided is less than 70% of the required number. If the actual number of Full-Time Equivalent Jobs is at least 70% of the required number, the percentage of the applicable Grant will be reduced by the same percentage that the actual number of Full-Time Equivalent Jobs bears to the required number of Full-Time Equivalent Jobs.

For clarity, any Full-Time Equivalent Jobs created since the effective date of the Original 381 Agreement (as defined below) shall be counted toward the obligations hereunder to create, fill and/or maintain Full-Time Equivalent Jobs. For further clarity, the obligations to create, fill and/or maintain Full-Time Equivalent Jobs may be satisfied through the employment of individuals by Company and/or any Company Affiliate, so long as the relevant employee is assigned to work at the Facilities upon the completion of the Facilities, and a Full-Time Equivalent Job will be deemed to have been created and filled for purposes of this Agreement by the transfer of an employee from the Company's or a Company Affiliate's facility in Austin, Texas, to the Facilities.

(d) If the Company has not satisfied the requirements and conditions described in paragraphs (a), (b), and (c) above at the end of any year during the Term, Company shall have an automatic cure period as set forth in Section 5(a).

(e) Commencing on the 1st day of March that occurs after the first full year of the Term, and on or before the 1st day of March of each subsequent calendar year during the Term, Company agrees to submit a Grant Submittal Package to County as follows:

(1) Evidence reasonably acceptable to County that Company has paid by January 31st all Ad Valorem Taxes due for the previous tax year;

(2) If Company was required to create Full-Time Equivalent Jobs in the previous year pursuant to this Agreement, the Company shall provide to County an affidavit stating the total number of Full-Time Equivalent Jobs which are filled by the Company as of December 31 of the previous year before the date of the submittal of the Grant Submittal Package.

(3) Unless otherwise agreed by County and Company, each Grant Submittal Package shall be in a form as reasonably approved by the County and delivered to Company upon execution of this Agreement. If Company fails to timely submit a Grant Submittal Package for a particular year, then County shall give Company written notice of Company's failure to timely submit such Grant Submittal Package, and Company shall have thirty (30) calendar days calculated from the date on which such written notice is given in which to submit such Grant Submittal Package.

(f) Company agrees to cooperate with the City of Taylor and the Taylor ISD to hire a minimum of 24 teenagers as interns after the second year of operation during the Term.

SECTION 4. OBLIGATIONS OF COUNTY.

During the Term and so long as an Event of Default has not occurred and is continuing as set forth in this Agreement (provided, however, an Event of Default hereunder shall not be deemed to have occurred until after the expiration of the applicable notice and cure periods as set forth herein), County will comply with the following terms and conditions:

(a) For each tax year during the Term and beginning in the first tax year of the Term, a Grant in an amount equal to 90% of the Ad Valorem Taxes paid by the Company on the Property shall be reimbursed by County to Company on an annual basis upon Company's satisfaction of the requirements of this Agreement. For clarity, the parties intend for the Grants under this Agreement to apply only to Ad Valorem Taxes on Property owned by Company, or by an assignee of Company that is consented to by County or otherwise permitted under Section 8(c). County agrees to process any Grant to be paid to Company within sixty (60) days after the date of approval by County of the Grant Submittal Package.

(b) A ten (10) year extension of the Term will be granted to the Company after the expiration of the first ten (10) years of the Term if the Company has complied with the terms and conditions of this Agreement and has caused Completion of Construction of six (6) million square feet or more of Facilities on the Land. The Grant for the second ten (10) years of the Term will be in an amount equal to 85% of the Ad Valorem Taxes paid by the Company on the Property on an annual basis upon Company's continuing compliance with the applicable conditions stated in this Agreement.

(c) The above-described Grant shall be paid throughout the Term so long as Company complies with the terms and condition of this Agreement. Upon final payment of the Grant, this Agreement shall terminate, and neither County nor Company shall have any further obligations hereunder. All future Ad Valorem Taxes thereafter required to be paid by Company to County

shall be retained in full by County, as such may be determined subject to any of Company's rights to challenge or reduce such Ad Valorem Taxes as may exist at such time, or from time to time thereafter.

(d) Company agrees that it is the sole obligation of Company to present satisfactory evidence to County that all due and owing Ad Valorem Taxes have actually been paid to County. If for any reason, the County is unable to verify that the Ad Valorem Taxes were paid to County, County is under no obligation to tender the Grant to Company. County's determination as to the payment of the Grant to Company is final, but shall not be unreasonable.

(e) If Company files a Notice of Protest regarding Ad Valorem Taxation valuations with WCAD, County reserves the option of withholding Grant payments until the protested matters are resolved.

(f) County, acting through its County Judge or his designee, agrees to act as a county-wide liaison with other governmental entities and public utilities, through the construction phase of the Project and thereafter.

(g) Subject to the continued satisfaction of all the terms and conditions of this Agreement by Company and the obligation of Company to repay the Grants pursuant to Section 7 hereof, the County agrees to provide Company with the Tax Abatement Shortfall Grants (hereinafter defined) as set forth in this Section. The County shall, on an annual basis, beginning after the end of the ninth (9th) calendar year after the First Year of Abatement (as defined in the Tax Abatement Agreement) and continuing through and including calendar years ten (10) through nineteen (19) after the First Year of Abatement determine the total amount of County property taxes that would have been abated had the Tangible Personal Property and the New Tangible Personal Property (as defined in the Tax Abatement Agreement) received an abatement of Eighty-Five percent (85%) ("**Equivalent Determination**"). If, in any such year the amount of the County property taxes abated for the Tangible Personal Property and the New Tangible Personal Property (as defined in the Tax Abatement Agreement), is less than the tax abatement that would have been received as calculated in the Equivalent Determination, then the County shall provide Company an economic development grant in the amount of such deficiency (each a "**Tax Abatement Shortfall Grant**") from the general funds of the County or from such other funds of the County as may be legally set aside for such purpose consistent with Article III, Section 52(a) of the Texas Constitution, to be paid no later than July 1 of each calendar year (or the immediately following business day if July 1 is not a business day). Notwithstanding any earlier expiration of this Agreement, the obligation to make Tax Abatement Shortfall Grants under this Section 4(g) shall survive until all required Tax Abatement Shortfall Grants have been made.

SECTION 5. EVENTS OF DEFAULT; TERMINATION WITH DEFAULT

Each of the following shall constitute an event of default under this Agreement ("**Event of Default**"):

(a) Failure to locate the Facilities on the Property based on the terms and conditions as provided in this Agreement or to provide the required number of Full-Time Equivalent Jobs according to the requirements of this Agreement. County shall notify Company in writing of such Event of Default. Company shall have ninety (90) days after receipt of such notice to cure the

Event of Default. If the default cannot reasonably be cured within such (90) day period, and the Company has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the County shall extend the period in which the default must be cured for an additional sixty (60) days. Failure to cure within the applicable cure period may result in the termination of this Agreement by County sending written notice thereof to Company that County's and Company's obligations hereunder shall end mutually as of the date of such notice (unless otherwise set forth herein).

(b) The dissolution or termination of Company's existence as an active business or concern, Company's insolvency, appointment of receiver for any part of Company's assets, any assignment of all or substantially all of the assets of Company for the benefit of creditors of Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing.

(c) The failure of Company to pay Ad Valorem Taxes required to be paid to County.

(d) The failure of County to pay all or any portion of a Grant to Company when due and owing under the terms of the Agreement. Company shall notify County in writing of such Event of Default. County shall have thirty (30) days after receipt of such notice to cure the Event of Default and failure to do so may result in the termination of this Agreement by Company sending written notice thereof to County that Company's and County's obligations hereunder shall end mutually as of the date of such notice (unless otherwise set forth herein); provided, however that Company may pursue such remedies available to it by law or equity, including, specific performance.

(e) If Company shall fail to perform any obligation that does not have an express cure period under this Agreement, then Company shall have thirty (30) days after receipt of the notice of default from County to cure the Event of Default, and failure to do so may result in the termination of this Agreement by County sending written notice thereof to Company that County's and Company's obligations hereunder shall end mutually as of the date of such notice (unless otherwise set forth herein). In the event the default cannot be cured in the time allotted in this Agreement the County may extend the cure period on good cause shown and diligent pursuit of a remediation plan by Company.

SECTION 6. TERMINATION OF AGREEMENT BY COUNTY WITHOUT DEFAULT.

County may terminate this Agreement without an Event of Default, effective immediately, if any state or federal statute, regulation, case law, or other law renders this Agreement illegal, including any case law holding that Chapter 381 Economic Development Agreement grants, such as the Grant included in this Agreement, are deemed to be unconstitutional debt.

SECTION 7. GRANT RECAPTURE.

In the event of an Event of Default by Company which is not cured within the time periods set forth in Section 5 or in the otherwise additional time allowed by County as Company's total cure period, and upon termination by County of this Agreement as set forth above, County may

recapture and collect from Company the amount(s) of Grants already paid by County to Company for three (3) years directly preceding the date of the notice of default. Company shall pay to County the foregoing amount(s) within thirty (30) days after the County makes written demand for same. No further Grants shall then be payable to Company and this Agreement shall be of no further force or effect.

In addition to other available remedies under law and equity, the County shall have all remedies for the collection of the amount(s) of the three (3) years of Grants as provided generally in the Texas Tax Code for the collection of delinquent Ad Valorem Taxes other than penalties and interest.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Williamson County, Texas.

(c) Assignment. Company understands and agrees that the County expressly prohibits Company from selling, transferring, assigning or conveying in any way any rights to receive the Grant without the County's prior written consent; provided however, that Company may collaterally assign this Agreement to a lender or investor financing the Facilities with 30 days' advance written notice to County; and provided however, that Company may (without the consent of the County) assign this Agreement in its entirety to a Company Affiliate upon written notice to the County on the condition that no such assignment without the County's consent shall be effective as to the County unless and until the County receives a copy of the written assignment that provides for the Company Affiliate to assume all rights and obligations of Company set forth in this Agreement.

(d) Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. County warrants and represents that the individual executing this Agreement on behalf of County has full authority to execute this Agreement and bind County to the same. Company warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(f) Execution of Agreement. The Commissioners Court shall authorize the County Judge to execute this Agreement on behalf of County.

(g) Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, pandemic, acts of God, inclement weather, fire or other casualty, or court injunction or other event outside of the reasonable control of the affected party (“Force Majeure”), the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

(h) Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown above in Section 2. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

(i) Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(j) Sovereign Immunity. Except as such waiver may otherwise be specifically provided for to the contrary under Texas statutes or controlling case law, no party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.


(k) Prior Agreements. This Agreement amends, restates, replaces and supersedes the prior Chapter 381 Economic Development Program and Agreement between the Parties hereto dated November 29, 2021 (the “**Original 381 Agreement**”).

(Signatures on the following pages)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

COMPANY:

SAMSUNG AUSTIN SEMICONDUCTOR, LLC

By: 
Name: Banyoung Koo
Title: EVP (president)
Date: 8/18/2023

COUNTY:

COUNTY OF WILLIAMSON, TEXAS

By: _____
Bill Gravell, Jr., County Judge
Date: _____

Attest:

By: _____
Nancy Rister, County Clerk

EXHIBIT "A"
Description of Land

DESCRIPTION

A 1216.78 Acre (53,002,770 Square Feet), tract of land, lying within the Benjamin J. Survey Abstract 631, the Thomas B. Lee Survey Abstract 800, the Lucius A. Tyler Survey Abstract 632, the H.T.&B.R.R.Co Survey Abstract 315, the H.T.&B.R.R.Co Survey Abstract 318, the GW Tyler Survey Abstract 636, the George N Tyler Survey Abstract 634 and the Jacob Eberly Survey, Abstract 923, Williamson County, Texas, and being the following tracts conveyed to Samsung Austin Semiconductor, LLC, a portion of a called 100.57 acre tract in Document No. 2021184352, a called 7.19 acre tract in Document No. 2021184013, a called 35.18 acre tract in Document No. 2021183985, a portion of a called 11.02 acre tract in Document No. 2021184141, the remainder of a called 79.36 acre tract, Tract 1 and a portion of a called 159.14 acre tract, Tract 2 both in Document No. 2021184492, a portion of a called 33.62 acre tract, Tract 1, Parcel A, a called 1.85 acre tract, Tract 1, Parcel B, and a called 21.67 acre tract, Tract 2 all three in Document No. 2021184917, a portion of a called 23.58 acre tract in Document No. 2021184841, a called 29.87 acre tract in Document No. 2021183753, a called 29.99 acre tract in Document No. 2021184513, a called 11.18 acre tract in Document No. 2021185096, a called 70.38 acre tract in Document No. 2021184494, a called 95.29 acre tract, Tract 1 and a called 84.06 acre tract, Tract 2 both in Document No. 2021181069, a called 18.92 acre tract in Document No. 2021184843, a called 7.85 acre tract in Document No. 2021184919, a called 0.875 acre tract in Document No. 2021183313, a called 2.00 acre tract in Document No. 2021184507, a called 5.30 acre tract in Document No. 2021184505, a called 140.73 acre tract in Document No. 2021184511, a called 0.93 acre tract in Document No. 2021187920, a called 95.27 acre tract in Document No. 2021184038, a called 164.63 acre tract in Document No. 2021184270, a called 51.57 acre tract in Document No. 2021183993, the remainder of a called 8.43 acre tract in Document No. 2021184854 and a called 14.37 acre tract in Document No. 2022005387, a portion of released County Road 404 in Document No. 2022105501, the remainder of a called 0.81 acre tract (Tract 1) and of a called 0.6145 acre tract (Tract 2) in Document No. 2023019378, all in the Official Public Records of Williamson County, Texas, described As Follows:

COMMEINCING, at a 1/2" iron rod with cap stamped "COBB FENDLEY" found, for the northeastern corner of said 100.57 acre tract and also being the northeastern corner of a called 1.533 acre tract, conveyed to Williamson County, in Document No. 2023019379, in the Official Public Records of Williamson County, Texas;

THENCE, with the eastern line of said 100.57 acre tract and also being the eastern line of said 1.533 acre tract, S 07° 24' 04" W, a distance of 289.50 feet to a calculated point for the southeastern corner of said 1.533 acre tract and also being on the western right of way line of Farm to Market Road 973 (right of way varies), for the **POINT OF BEGINNING** of the herein described tract;

THENCE, with the western right of way line of said Farm to Market Road 973 and also being the eastern line of said 100.57 acre tract, said 7.19 acre tract, said 35.18 acre tract and said 11.02 acre tract, the following three (3) courses and distances:

1. S 07° 24' 04" W, a distance of 2110.72 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. S 82° 29' 00" E, a distance of 20.69 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
3. S 07° 23' 06" W, passing at a distance of 307.06 feet a TxDOT monument with aluminum cap found for the southeastern corner of said 7.19 acre tract and also being the most eastern northeastern corner of said 35.18 acre tract, in all a total distance of 974.11 feet to a calculated point, being the northeastern corner of a called 52.689 acre tract, conveyed to Williamson County, in Document No. 2023019376, in the Official Public Records of Williamson County, Texas, for the southeastern corner of the herein described tract;

THENCE, over and across said 11.02 acre tract, said 159.14 acre tract, said 33.62 acre tract, said 23.58 acre tract and with northern line of said 52.689 acre tract, N 82° 16' 08" W, a distance of 7676.48 feet to a calculated point on the western line of said 23.58 acre tract and also being on the eastern right of way line of County Road 404 (right of way varies), for the southwestern corner of the herein described tract;

THENCE, with the eastern right of way line of said County Road 404 and also being the western line of said 23.58 acre tract, said 29.87 acre tract, said 1.85 acre tract, said 29.99 acre tract and said 11.18 acre tract, N 07° 33' 46" E, a distance of 1643.95 feet to a 1/2" iron rod found for the northwestern corner of said 11.18 acre tract, the southwestern corner of said 70.38 acre tract and also being the southeastern corner of said remainder of 0.81 acre tract;

THENCE, over and across County Road 404, with the southern line of said remainder of 0.81 acre tract and said released portion of County Road 404, N 82° 04' 00" W, a distance of 32.30 feet to a calculated point in the approximate center line of said County Road 404;

THENCE, over and across County Road 404, along the approximate center line of said County Road 404, the following two (2) courses and distances:

1. N 07° 37' 22" E, a distance of 1726.19 feet to a calculated point;

2. N 07° 37' 22" E, a distance of 88.30 feet to a calculated point on the northern right-of-way line of County Road 404 and also being the southern line of said 164.63 acre tract;

THENCE, with the southern line of said 164.63 acre tract and also being the northern right-of-way line of said County Road 404, N 82° 01' 09" W, a distance of 234.06 feet to a 1/2" iron rod with plastic cap found for the southwestern corner of said 164.63 acre tract and also being an ell corner of the remainder of a called 194.559 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058746, Official Public Records of Williamson County, Texas;

THENCE, with the western line of said 164.63 acre tract, being the eastern line of said 194.559 acre tract, the eastern line of a called 183.84 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058736, Official Public Records of Williamson County, Texas and also being the eastern line of a called 183.94 acre tract, conveyed to RCR Taylor Land, L.P. in Document No. 2018058735, Official Public Records of Williamson County, the following three (3) courses and distances;

1. N 07° 20' 22" E, a distance of 963.95 feet to a post found;
2. S 82° 39' 33" E, a distance of 232.48 feet to a 1/2" iron rod with "SAM SURVEYING" cap found;
3. N 07° 36' 06" E, a distance of 2035.60 feet to a 1/2" iron rod found for the northwestern corner of said 164.63 acre tract and also being the southwestern corner of a called 305.22 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 2005011334, Official Public Records of Williamson County, Texas, for the most western northwestern corner of the herein described tract;

THENCE, with the northern line of said 164.63 acre tract and also being the southern line of said 305.22 acre tract, S 82° 27' 21" E, a distance of 2297.84 feet to a 1/2" iron rod found for the northeastern corner of said 164.63 acre tract, the southeastern corner of said 305.22 acre tract, the northwestern corner of said 61.29 acre tract and also being the southwestern corner of said 51.57 acre tract;

THENCE, with the western line of said 51.57 acre tract and also being the eastern line of said 305.22 acre tract, N 07° 13' 32" E, a distance of 978.27 feet to a post found for the northwestern corner of said 51.57 acre tract and also being the southwestern corner of a called 79.74 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 200501133, Official Public Records of Williamson County, Texas;

THENCE, with the northern line of said 51.57 acre tract and northern line of said 14.37 acre tract also being the southern line of said 79.74 acre tract and the southern ROW line of County Road 401 (right of way varies), S 82° 46' 28" E, a distance of 2328.97 feet to a 1/2" iron rod with "ATWELL LLC" cap set on the eastern right of way line of said County Road 401 and also being on the western line of said 79.36 acre tract;

THENCE, with the eastern right of way line of said County Road 401 and also being on the western line of said 79.36 acre tract, N 07° 06' 15" E, a distance of 365.08 feet to a 1/2" iron rod with "ATWELL LLC" cap set for an ell corner of said 79.36 acre tract and also being the southwestern corner of said remainder of 8.43 acre tract;

THENCE, with the eastern right of way line of said County Road 401 and also being the western line of said remainder of 8.43 acre tract, N 07° 18' 23" E, a distance of 422.83 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the northwestern corner of said remainder of 8.43 acre tract and also being the southwestern corner of a called 1.13 acre tract, Tract 2 conveyed to Prophet Capital Management, LTD in Document No. 2021187922, Official Public Records of Williamson County, Texas;

THENCE, with the southern line of said 1.13 acre tract and of a called 1.50 acre tract, Tract 1 conveyed to Prophet Capital Management, LTD in Document No. 2021187922, Official Public Records of Williamson County, Texas and also being the northern line of said remainder of 8.43 acre tract and said remainder of 79.36 acre tract, S 82° 28' 11" E, a distance of 1904.77 feet to a 1/2" iron rod with "ATWELL LLC" cap set for the southeastern corner of said 1.50 acre tract and also being on the western line of a called 151.17 acre tract, (Tract 1) conveyed to Prophet Capital Management, LTD in Document No. 2019032467, Official Public Records of Williamson County, Texas, for the northeastern corner of the herein described tract;

THENCE, with the eastern line of said 79.36 acre tract and also being the western line of said 151.17 acre tract, S 07° 08' 58" W, a distance of 1947.41 feet to a 1/2" iron rod found for the southeastern corner of said 79.36 acre tract and also being the northeastern corner of said 0.93 acre tract;

THENCE, with the eastern line of said 0.93 acre tract and also being the western line of said 151.17 acre tract, S 16° 12' 59" W, a distance of 23.14 feet to a 1/2" iron rod found for the southeastern corner of said 0.93 acre tract, the southwestern corner of said 151.17 acre tract and also being on the northern line of said 140.73 acre tract;

THENCE, with the northern line of said 140.73 acre tract and also being the southern line of said 151.17 acre tract, S 82° 21' 54" E, a distance of 365.25 feet to a 1/2" iron rod found for the northeastern corner of said 140.73 acre tract and also

being the northwestern corner of the remainder of a called 75 acre tract, conveyed to Tony Daniel Michalik in Volume 440, Page 579, Deed Records of Williamson County, Texas;

THENCE, with the eastern line of said 140.73 acre tract and said 14.37 acre tract and also being the western line of said 75 acre tract, the following five (5) courses and distances:

1. S 07° 50' 32" W, a distance of 1249.86 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. N 82° 10' 24" W, a distance of 158.33 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
3. S 07° 49' 36" W, a distance of 40.00 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
4. S 82° 10' 24" E, a distance of 158.33 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
5. S 07° 48' 15" W, passing at a distance of 1626.42 feet, the most southern southeastern corner of said 14.37 acre tract, being on the northern line of said 100.57 acre tract, and also being the northwestern corner of said 1.533 acre tract, in all a total distance of 1702.42 feet to a calculated point for the southwestern corner of said 1.533 acre tract;

THENCE, with the southern line of said 1.533 acre tract and over and across said 100.57 acre tract, the following two (2) courses and distances;

1. S 82° 09' 51" E, a distance of 743.00 feet to a 1/2" iron rod with "ATWELL LLC" cap set;
2. S 06° 49' 16" E, a distance of 220.67 feet to the **POINT OF BEGINNING**.

Containing 1216.78 acres or 53,002,770 square feet, more or less.

BEARING BASIS NOTE

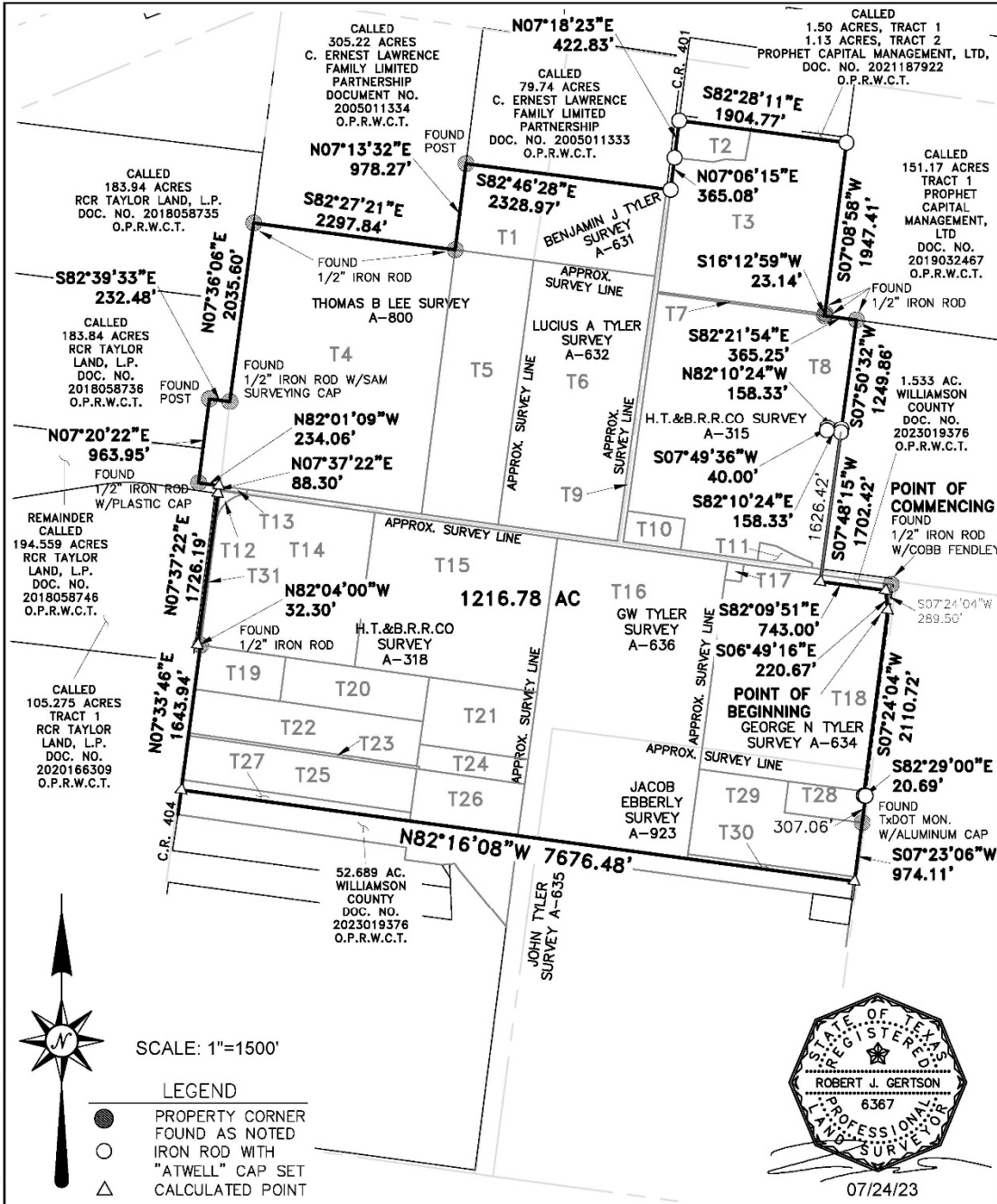
This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

Robert J. Gertson, RPLS
Texas Registration No. 6367
Atwell, LLC
805 Las Cimas Parkway, Suite 310
Austin, Texas 78746
Ph. 512-904-0505
TBPE LS Firm No. 10193726



07/24/2023

k:\21100255\dwg\survey\21100255.dwg savedate: 7/24/2023 1:50 PM Plotdate: 7/24/2023 1:51 PM



SCALE: 1"=1500'

LEGEND

- PROPERTY CORNER FOUND AS NOTED
- IRON ROD WITH "ATWELL" CAP SET
- △ CALCULATED POINT



07/24/23

<p>1216.78 ACRE WILLIAMSON COUNTY, TEXAS</p>	DATE: 07/24/23	SHT. 04
	DRAWN: AY	OF 05
	CHECKED: RG	
	JOB NO.: 21002557	

ATWELL
www.atwell-group.com
605 LAS COMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
IRPE 15-1183725

k:\21100255\dwg\survey\21100255.dwg Savedate: 1/24/2023 1:50 PM Plotdate: 1/24/2023 1:51 PM

(T1)
CALLED
51.57 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021183993
O.P.R.W.C.T.

(T2)
CALLED
8.43 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184854
O.P.R.W.C.T.

(T3)
CALLED
79.36 ACRES, TRACT 1
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184492
O.P.R.W.C.T.

(T4)
CALLED
164.63 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184270
O.P.R.W.C.T.

(T5)
CALLED
61.29 ACRES, TRACT 1
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021181069
O.P.R.W.C.T.

(T6)
CALLED
95.27 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184038
O.P.R.W.C.T.

(T7)
CALLED
0.93 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021187920
O.P.R.W.C.T.

(T8)
CALLED
140.73 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184511
O.P.R.W.C.T.

(T9)
CALLED
14.37 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2022005387
O.P.R.W.C.T.

(T10)
CALLED
5.30 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184505
O.P.R.W.C.T.

(T11)
CALLED
2.00 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184507
O.P.R.W.C.T.

(T12)
CALLED
0.6145 AC. TRACT 2
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2023019378
O.P.R.W.C.T.

(T13)
CALLED
PORTION CR 404
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2022105501
O.P.R.W.C.T.

(T14)
CALLED
70.38 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184494
O.P.R.W.C.T.

(T15)
CALLED
84.06 ACRES, TRACT 2
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021181069
O.P.R.W.C.T.

(T16)
CALLED
159.14 ACRES, TRACT 2
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184492
O.P.R.W.C.T.

(T17)
CALLED
0.875 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021183313
O.P.R.W.C.T.

(T18)
CALLED
100.57 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184352
O.P.R.W.C.T.

(T19)
CALLED
11.18 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021185096
O.P.R.W.C.T.

(T20)
CALLED
18.92 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184843
O.P.R.W.C.T.

(T21)
CALLED
21.67 ACRES, TRACT 2,
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184917
O.P.R.W.C.T.

(T22)
CALLED
29.99 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184513
O.P.R.W.C.T.

(T23)
CALLED
1.85 ACRES, TRACT 1,
PARCEL B
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO. 2021184917
O.P.R.W.C.T.

(T24)
CALLED
7.85 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184919
O.P.R.W.C.T.

(T25)
CALLED
29.87 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021183753
O.P.R.W.C.T.

(T26)
CALLED
33.62 ACRES, TRACT
1, PARCEL A
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184917
O.P.R.W.C.T.

(T27)
CALLED
23.58 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184841
O.P.R.W.C.T.

(T28)
CALLED
7.19 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184013
O.P.R.W.C.T.

(T29)
CALLED
35.18 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021183985
O.P.R.W.C.T.

(T30)
CALLED 11.02 ACRES
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2021184141
O.P.R.W.C.T.

(T31)
CALLED
PORTION OF
0.81 AC. TRACT 1
SAMSUNG AUSTIN
SEMICONDUCTOR, LLC
DOCUMENT NO.
2023019378
O.P.R.W.C.T.

1216.78 ACRE
WILLIAMSON COUNTY, TEXAS

DATE:	07/24/23
DRAWN:	AY
CHECKED:	RG
JOB NO.:	21002557

SHT.
05
OF
05



ATWELL
www.atwell-group.com
605 LAS COMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.954.0505
IRPE 15 71083725

Commissioners Court - Regular Session

30.

Meeting Date: 10/10/2023

CR 255 Real Estate Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Kyle and Melony Schaefer for 0.092 acres of ROW needed on County Road 255. (Parcel 33) Funding Source: Road Bonds P588

Background

Fiscal Impact

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

Attachments

Contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

10/05/2023 10:59 AM

Started On: 10/04/2023 03:07 PM

REAL ESTATE CONTRACT

CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **KYLE AND MELONY SCHAEFER** (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 0.092-acres (4,017 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 33)**:

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 NINEEEN THOUSAND TWO HUNDRED and 00/100 Dollars (\$19,200.00).

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 the 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 August 31, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at

the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.


Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 255 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:



Kyle Schaefer

Address: 2620 County Road 255

Georgetown, TX 78633

Date: 7-29-23



Melony Schaefer

Date: 7/29/23

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

**0.092 ACRE RIGHT-OF-WAY PARCEL NO. 33
KYLE SCHAEFER AND MELONY SCHAEFER
PORTION OF
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.092 ACRES (APPROXIMATELY 4,017 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 12.935 ACRE TRACT OF LAND CONVEYED TO KYLE SCHAEFER AND MELONY SCHAEFER, IN A DEED DATED MARCH 01, 2017, AND RECORDED IN DOCUMENT NO. 2017018693 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.092 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northwest corner of the herein described tract a ½ inch iron rod with yellow plastic cap marked "Winrose Austin" found in the East right-of-way line of County Road 255 (right-of-way width varies), the most westerly southwest corner of that certain tract of land as described in the deed to North Vista Ranch LLC, filed of record in Document Number 2016060626, Official Public Records, Williamson County, Texas;

THENCE North 46°48'58" East with the North line of said Schaefer tract and the South line of said North Vista Ranch LLC tract a distance of 48.55 feet to the Northeast corner of the herein described tract a 5/8 inch iron rod with 1-1/2" aluminum cap marked "WILLIAMSON COUNTY" set in the North line of said Schaefer tract and the South line of said North Vista Ranch LLC tract, from which a ½ inch iron rod found at an angle point in the North line of said Schaefer tract bears North 46°48'58" East a distance of 300.09 feet;

THENCE in a southeasterly direction across said called 12.935 acre Schaefer tract with a curve to the left having a radius of 9,932.0 feet an arc distance of 105.72 feet (having a chord bearing of South 18°43'38" East, a chord distance of 105.72 feet, a delta angle of 00°36'36") 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 Schaefer tract and the North line of that certain called 1.055 acre tract described in the

deed to Josh Koenig filed of record in Document Number 2017033822, Official Public Records, Williamson County, Texas, from which a fence corner post found at the Northeast corner of said Koenig tract and an interior corner of said Schaefer tract bears North 69°08'17" East a distance of 206.80 feet;

THENCE South 69°08'17" West with the South line of said Schaefer tract and the North line of said Koenig tract a distance of 38.77 feet to the Southwest corner of the herein described tract, the Southwest corner of said Schaefer tract and the Northwest corner of said Koenig tract in the East right of way line of said County Road 255 from which a ½ inch iron rod with orange cap found in the East right of way line of said County Road 255 bears South 22°38'51" East a distance of 195.03 feet;

THENCE North 22°18'17" West with the West line of said Schaefer tract and the East right of way line of said County Road 255 a distance of 87.24 feet to the **POINT OF BEGINNING**, containing 0.092 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 33.

I hereby certify that the hereon map and description was performed under my direct supervision:

Charles G. Walker Date: September 21, 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 0.092 ACRES (APPROXIMATELY 4,017 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO KYLE SCHAEFER AND MELONY SCHAEFER, IN THAT DEED DATED MARCH 01, 2017 AND RECORDED IN DOCUMENT NO. 2017018693 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:

Only those easements and that information listed in Title Commitment File No. GT2301700 issued by Texan Title Insurance Company on April 21, 2023, 8:00am, with an effective date of April 14, 2023, 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other research was performed by Walker Texas Surveyors, Inc. All underground utilities have not been located by this surveyor. The hereon signed Registered Professional Land Surveyor makes no warranty as to the existence or location of any such utility, whether serving the subject tract or for the purpose of servicing other properties. Subsurface and environmental conditions were not examined or considered as a part of this survey. The word "Certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a Warranty or guarantee, expressed or implied.

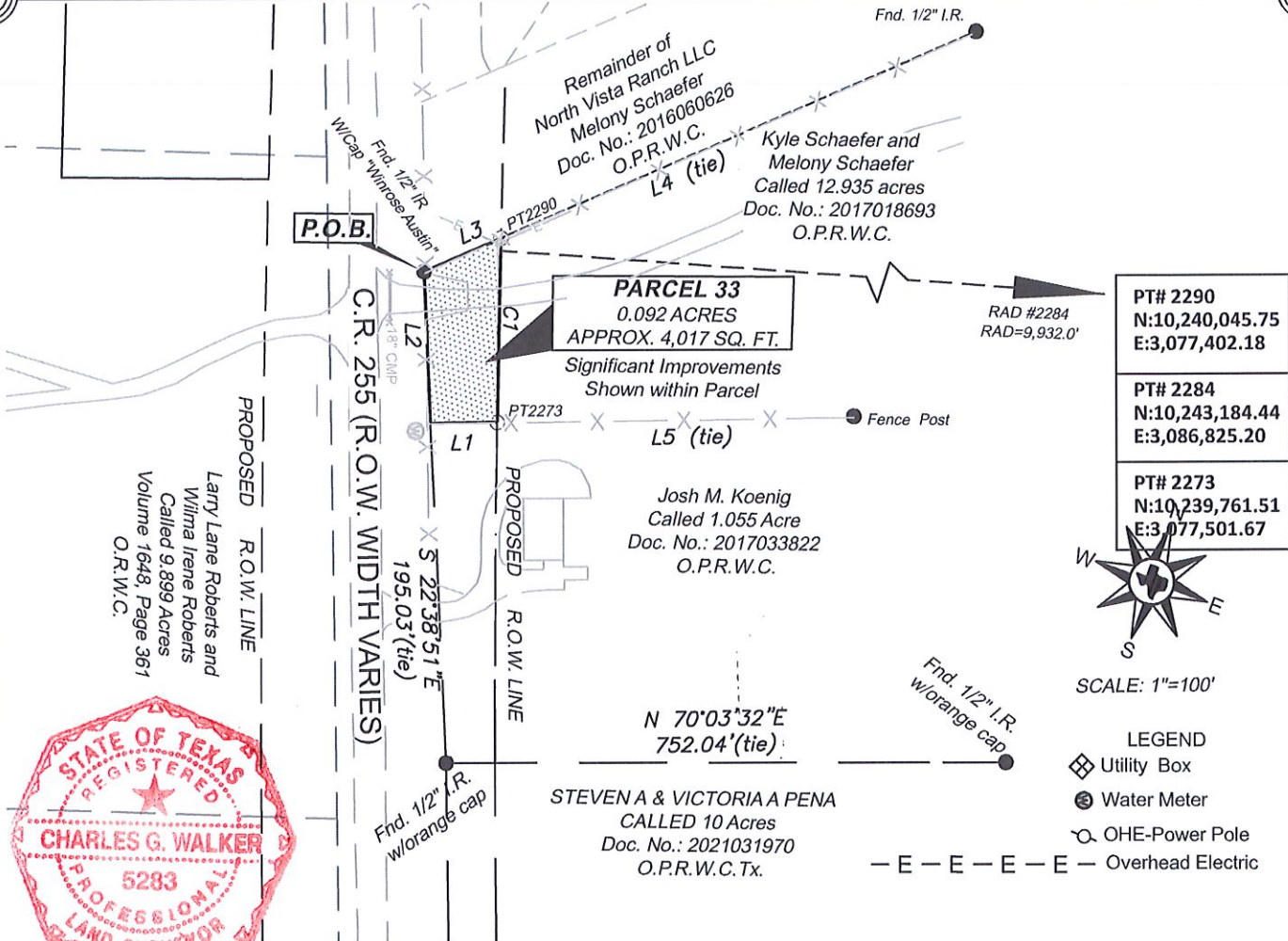
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

a. Easement dated September 8, 1983 granted to Chisholm Trail Water Supply Corp. by instrument recorded in Volume 939, Page 187 of the Deed Records of Williamson County, Texas. **(Does not affect)**

b. Easement dated August 10, 1994 granted to Chisholm Trail Special Utility District by instrument recorded in Volume 2602, Page 226 of the Official Records of Williamson County, Texas.

e. Utility Easement dated September 30, 2011, executed by Philip Boring and Cameron Boring to Pedernales Electric Cooperative, Inc., recorded under Document No. 2011066621, Official Records, Williamson County, Texas. **(Does affect, as shown in NE corner of parcel).**





PT# 2290	N:10,240,045.75	E:3,077,402.18
PT# 2284	N:10,243,184.44	E:3,086,825.20
PT# 2273	N:10,239,761.51	E:3,077,501.67



SCALE: 1"=100'

- LEGEND
- Utility Box
 - Water Meter
 - OHE-Power Pole
 - Overhead Electric



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	9932.00'	105.72'	105.72'	S 18°43'38" E	0°36'36"

LINE	BEARING	DISTANCE
L1	S 69°08'17" W	38.77'
L2	N 22°18'17" W	87.24'
L3	N 46°48'58" E	48.55'
L4	N 46°48'58" E	300.09'
L5	N 69°08'17" E	206.80'

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.

- LEGEND
- 5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
 - 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
 - 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

Charles G. Walker
 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: SEPTEMBER 21, 2023
 DRAWING NO.: 0750504-02-PARCEL 33
 PROJECT NO.: 0750504
 DRAWN BY: MLH
 PAGE 4 of 4

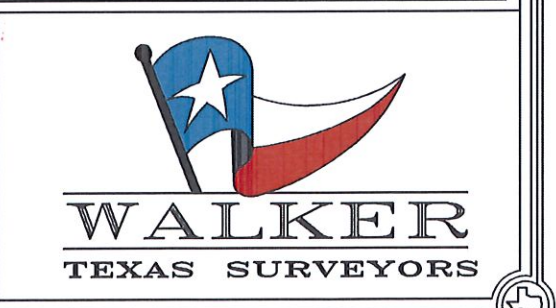


Exhibit "B"

Parcel 33

DEED
County Road 255 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **KYLE AND MELONY SCHAEFER** 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 0.149-acres (4,017 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 33**):

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2023.

[signature page follows]

REPAIRED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session

31.

Meeting Date: 10/10/2023

Bagdad at CR 279 Condemnation Resolution

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.599 acres required for the construction of Bagdad Road at County Road 279. (Edgar Castro / Parcel 15) Funding Source: Road Bonds P343.

Background

Fiscal Impact

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

Attachments

Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

10/05/2023 10:59 AM

Started On: 10/04/2023 03:16 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 0.599 acres (Parcel 15) located in Williamson County, Texas, and being described by metes and bounds in Exhibit "A" which is attached hereto and incorporated herein, and being owned by **EDGAR CASTRO** 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 Exhibit A attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.599 ACRE (26,071 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 2.210 ACRE TRACT OF LAND, SAME BEING LOT 1, BRINSON SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET DD, SLIDE 240-241 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS CITED IN WARRANTY DEED WITH VENDOR'S LIEN TO EDGAR CASTRO RECORDED IN DOCUMENT NO. 2015078179 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.599 ACRE (26,071 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

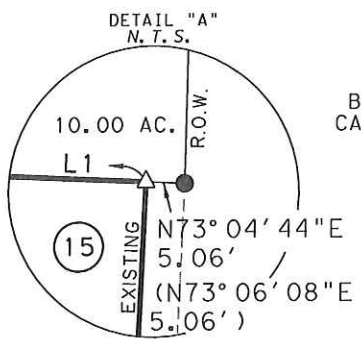
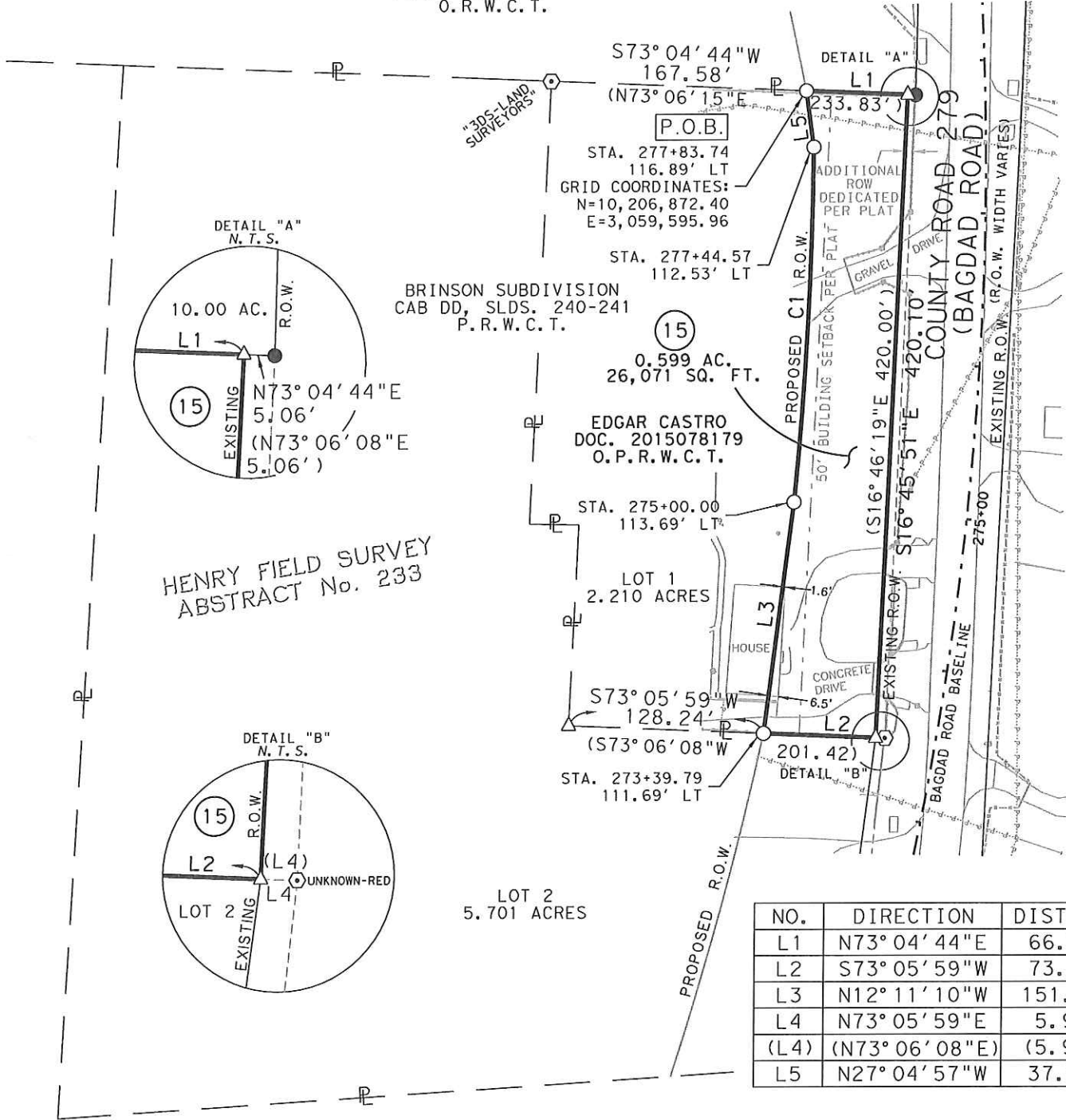
BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 116.89 feet left of Bagdad Road Baseline Station 277+83.74 (Grid Coordinates determined as N=10,206,872.40 E=3,059,595.96), in the northerly boundary line of said Lot 1, same being the southerly boundary line of that called 10.00 acre tract of land described in Warranty Deed With Vendor's Lien to Action Propane, Inc. recorded in Volume 1227, Page 650 of the Official Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with plastic cap stamped "3DS LAND SURVEYORS" found in the southerly boundary line of said 10.00 acre tract, being the northwesterly corner of said Lot 1, bears S 73°04'44" W, at a distance of 167.58 feet;

- 1) **THENCE**, departing said proposed westerly ROW line, with said southerly boundary line of the 10.00 acre tract, same being the northerly boundary line of said Lot 1, **N 73°04'44" E**, for a distance of **66.31** feet to a calculated point, in the existing westerly ROW line of C.R. 279 (Bagdad Road) (variable width ROW), being the northwesterly corner of an additional ROW dedicated per said plat, same being the northeasterly corner of said Lot 1, for the northeasterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being an ell corner in said existing ROW line, and the northeasterly corner of said additional ROW dedication tract, same being the southeasterly corner of said 10.00 acre tract, bears N 73°04'44" E, at a distance of 5.06 feet;
- 2) **THENCE**, departing said 10.00 acre tract, with said existing ROW line, same being the easterly boundary line of said Lot 1, **S 16°45'51" E**, for a distance of **420.10** feet, to a calculated point, being the southeasterly corner of said Lot 1, same being the northeasterly corner of Lot 2 of said Brinson Subdivision, for the southeasterly corner of the herein described parcel, and from which an iron rod with plastic cap (unreadable) found, in the easterly line of said ROW dedication tract bears N 73°05'59" E, at a distance of 5.98 feet;
- 3) **THENCE**, departing said westerly existing ROW line, with the southerly boundary line of said Lot 1, same being the northerly line of said Lot 2, **S 73°05'59" W**, for a distance of **73.18** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 111.69 feet left of Bagdad Road Baseline Station 273+39.79 in said proposed westerly ROW line, for the southwestly corner of the herein described parcel, and from which, the calculated southwestly corner of said Lot 1, same being an ell corner in the easterly line of said Lot 2 bears S 73°05'59" W, at a distance of 128.24 feet;

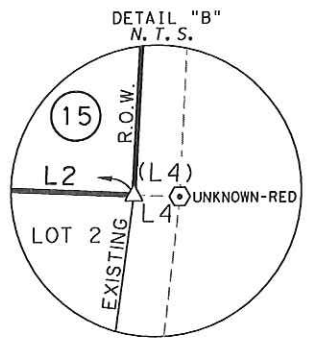
EXHIBIT "A"
PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05° 06' 42"	2,600.00'	231.96'	231.88'	N16° 24' 50"W

ACTION PROPANE, INC.
 EXHIBIT "A"
 10.00 ACRES
 VOL. 1227, PG. 650
 O. R. W. C. T.



HENRY FIELD SURVEY
 ABSTRACT No. 233



NO.	DIRECTION	DISTANCE
L1	N73° 04' 44"E	66.31'
L2	S73° 05' 59"W	73.18'
L3	N12° 11' 10"W	151.98'
L4	N73° 05' 59"E	5.98'
(L4)	(N73° 06' 08"E)	(5.98')
L5	N27° 04' 57"W	37.32'

REV: 11/01/2022

PARCEL PLAT SHOWING PROPERTY OF

EDGAR CASTRO

PARCEL 15
 0.599 ACRES
 26,071 Sq. Ft.

SCALE
 1" = 100'

PROJECT
 BAGDAD ROAD

COUNTY
 WILLIAMSON

PAGE 3 OF 4

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

⊗	FENCE POST FOUND
●	1/2" IRON ROD FOUND UNLESS NOTED
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP
⊛	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80/D NAIL FOUND
△	CALCULATED POINT
○	1/2" 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-165832, ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

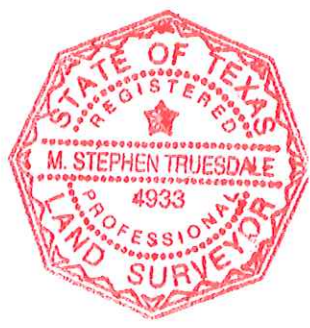
1. RESTRICTIVE COVENANTS: CABINET DD, SLIDES 240, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; VOLUME 601, PAGE 566, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

(10)2. A 50 FOOT BUILDING SETBACK LINE RESERVED ALONG COUNTY ROAD 279, AS SHOWN ON PLAT OF RECORD IN CABINET DD, SLIDE 240, OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, AFFECTS AS SHOWN.

3. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2021009656 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

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 3 NOV 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

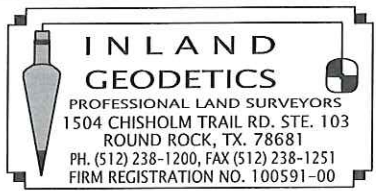
REV: 11/01/2022

PARCEL PLAT SHOWING PROPERTY OF

EDGAR CASTRO

PARCEL 15
0.599 ACRES
26,071 Sq. Ft.

PAGE 4 OF 4



SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

Commissioners Court - Regular Session

32.

Meeting Date: 10/10/2023

Resolution for Condemnation

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.808 acres required for the construction of Bagdad Road at County Road 279. (Kelly A. Money a/k/a Kelly Ann Money Parcel 31) Funding Source: Road Bonds P343.

Background

Fiscal Impact

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

Attachments

Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

10/05/2023 12:21 PM

Started On: 10/04/2023 03:19 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 0.808 acres (Parcel 31) located in Williamson County, Texas, and being described by metes and bounds in Exhibit "A" which is attached hereto and incorporated herein, and being owned by **KELLY A. MONEY A/K/A KELLY ANN MONEY** 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 Exhibit A attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

Bill Gravell, Jr.
Williamson County Judge

County: Williamson
Parcel : 31 Kelly Ann Money
Highway: Bagdad Rd (CR 279)

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.808 ACRE (35,206 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 AND THE D. WALSH SURVEY, ABSTRACT NO. 666, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 4.944 ACRE (TRACT 1) AND OF THAT CALLED 3.301 ACRE (TRACT 2) OF LAND IN A WARRANTY DEED TO KELLY ANN MONEY RECORDED IN DOCUMENT NO. 2022111776, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING DESCRIBED IN VOL. 818, PG. 298 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN DOCUMENT NO. 199978138 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS SAID 0.808 ACRE (35,206 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 88.03 feet right of Bagdad Road Baseline Station 223+34.82 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,201,531.80 E=3,060,372.33), being in the centerline of a 40' wide road easement known as Antlers Trail, same being in the southerly boundary line of that called 10.23 acre tract of land described in a Warranty Deed to Boyd F. Henry recorded in Volume 1642, Page 775 of the Official Records of Williamson County, Texas, same being the northerly boundary line of said 4.944 acre tract, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel and from which a 5/8" iron rod found, being the southeasterly corner of said 10.23 acre tract, same being the northeasterly corner of said 4.944 acre tract bears N 69°10'51" E, at a distance of 464.10 feet;

THENCE, departing said 10.23 acre tract, with said proposed easterly ROW line, through the interior of said 4.944 acre tract, the following two (2) courses:

- 1) **S 08°58'35" E** for a distance of **364.18** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 80.17 feet right of Bagdad Road Baseline Station 219+70.73, for an angle point;
- 2) **S 17°22'51" E** for a distance of **42.95** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 85.53 feet right of Bagdad Road Baseline Station 219+28.12, in the northerly boundary line of said 3.301 acre tract, same being the southerly boundary line of said 4.944 acre tract and from which a 1/2" iron rod found, being the northeasterly corner of said 3.301 acre tract, same being the southeasterly corner of said 4.944 acre tract bears N 69°07'13" E at a distance of 513.61 feet;

THENCE, departing said 4.944 acre tract, continuing with said proposed easterly ROW line, through the interior of said 3.301 acre tract, the following two (2) courses:

- 3) **S 17°22'51" E** for a distance of **109.86** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.50 feet right of Bagdad Road Baseline Station 218+18.25, for an angle point;
- 4) **S 20°52'35" E** for a distance of **231.55** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 139.36 feet right of Bagdad Road Baseline Station 215+90.34, in the northerly boundary line of that called 6.66 acre tract of land described in a General Warranty Deed with Vendor's Lien to Mark A. Lumpkin and Paula W. Lumpkin recorded in Document No. 9854711 of the Official Records of Williamson County, Texas, same being the southerly boundary line of said 3.301 acre tract, also being in the meanders of Jenks Branch, for an angle point of the herein described parcel;

THENCE, departing said proposed ROW line, with the common boundary line of said 3.301 acre tract and said 6.66 acre tract, the following two (2) courses:

- 5) **S 12°54'51" W** for a distance of **125.51** feet to a calculated angle point;
- 6) **S 40°35'58" W** for a distance of **27.51** feet to a calculated angle point, in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), same being the most southerly corner of said 3.301 acre tract, also being the southeasterly corner of that called 0.12 acre ROW tract described in a deed to County Judge John Doerfler recorded in Document No. 2007053303 of the Official Public Records of Williamson County, Texas, for the most southerly corner of the herein described parcel;

THENCE, departing said 6.66 acre tract, with said existing ROW line, same being the westerly boundary line of said 3.301 acre tract and the easterly line of said 0.12 acre ROW tract, the following three (3) courses:

County: Williamson
Parcel : 31 Kelly Ann Money
Highway: Bagdad Rd (CR 279)

- 7) N 06°09'55" W for a distance of 34.52 feet to a calculated point of curvature to the left;
- 8) Along said curve to the left, having a delta angle of 14°34'49", a radius of 1,563.00 feet, an arc length of 397.74 feet and a chord which bears N 11°04'06" W, for a distance of 396.67 feet to a calculated point of non-tangency;
- 9) N 18°21'08" W for a distance of 34.41 feet to a calculated point, being the southwesterly corner of said 4.944 acre tract, same being the northwesterly corner of said 3.301 acre tract, also being the southeasterly corner of that called 0.15 acre ROW tract described in a deed to County Judge John Doerfler recorded in Document No. 2007053303 of the Official Public Records of Williamson County, Texas;

THENCE, departing said 3.301 acre tract, continuing with said existing ROW line, same being the westerly boundary line of said 4.944 acre tract and the easterly line of said 0.15 acre ROW tract, the following three (3) courses:

- 10) N 18°22'29" W for a distance of 350.86 feet to a 1/2" iron rod found, for point of curvature to the right;
- 11) Along said curve to the right, having a delta angle of 87°36'53", a radius of 30.00 feet, an arc length of 45.87 feet and a chord which bears N 25°18'58" E, for a distance of 41.53 feet to a 1/2" iron rod found, for point of non-tangency;
- 12) N 11°59'09" W for a distance of 20.24 feet to a calculated point in the southerly line of said 10.23 acre tract, same being the northwesterly corner of said 4.944 acre tract, for the northwesterly corner of the herein described parcel;
- 13) THENCE, departing said existing ROW line and said 0.15 acre ROW tract, with the common boundary line of said 10.23 acre tract and said 4.944 acre tract, same being the centerline of said Antlers Trail easement, N 69°10'51" E for a distance of 52.11 feet to the POINT OF BEGINNING, containing 0.808 acres (35,206 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

4 Jan 2023

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

● 1/2" IRON ROD FOUND UNLESS NOTED	() RECORD INFORMATION
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	— LINE BREAK
⊗ 1/2" IRON PIPE FOUND UNLESS NOTED	↗ DENOTES COMMON OWNERSHIP
▲ 60/D NAIL FOUND	P.O.B. POINT OF BEGINNING
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ IRON ROD W/ ALUMINUM CAP	D.R.W.C.T. DEED RECORDS
STAMPED "WILLIAMSON COUNTY" SET	WILLIAMSON COUNTY, TEXAS
(UNLESS NOTED OTHERWISE)	O.R.W.C.T. OFFICIAL RECORDS
ℙ PROPERTY LINE	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 OF NO. T-165840, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

1. RESTRICTIVE COVENANTS: VOLUME 544, PAGE 56, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, EXPIRED JANUARY 2000.

10(2). A 10 FOOT WIDE EASEMENT FOR INSTALLATION AND MAINTENANCE OF UTILITIES ALONG THE SIDE, FRONT, AND REAR BOUNDARY LINES AS SET OUT IN VOLUME 818, PAGE 298 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

3. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION DISTRIBUTION LINE OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 542, PAGE 231, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

4. AN EQUIPMENT STATION EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN DOCUMENT NO. 9547060 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

5. A 10 FOOT UTILITY EASEMENT ALONG ALL LOT LINES OF ALL TRACTS AS DESCRIBED IN VOLUME 544, PAGE 554 AND IN VOLUME 818, PAGE 298 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECT AS SHOWN.

6. A ROAD EASEMENT RESERVED ALONG THE NORTHERN BOUNDARY OF THE TRACT, 20 FEET OF WHICH IS LOCATED UPON THE PROPERTY, AS DESCRIBED IN VOLUME 1124, PAGE 107 OF THE DEED RECORDS AND VOLUME 2141, PAGE 326, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECT AS SHOWN.

7. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 544, PAGE 56 AND VOLUME 544, PAGE 554 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, EXPIRED JANUARY 2000.

12. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 05-0-49 IN DOCUMENT NO. 2005061142, ORDINANCE NO. 05-0-50 IN DOCUMENT NO. 2005066224, ORDINANCE NO. 05-0-56 OF RECORD IN DOCUMENT NO. 2005066230, AND ORDINANCE NO. 05-0-58 OF RECORD IN DOCUMENT NO. 2005071498, OFFICIAL PUBLIC RECORDS, AND FURTHER RATIFIED BY ORDINANCE NO. 06-0-12, RECORDED IN DOCUMENT NO. 2006013010, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

13. 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, DOES NOT AFFECT.

14. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RIGHT-OF-WAY DEDICATION OF RECORD IN DOCUMENT NO. 2007053302 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

15. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RIGHT-OF-WAY DEDICATION OF RECORD IN DOCUMENT NO. 2007053303 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	14° 34' 49"	1,563.00'	397.74'	396.67'	N11° 04' 06"W
(C1)		(1,563.00')	(397.74')	(396.67')	(N08° 26' 02"W)
C2	87° 36' 53"	30.00'	45.87'	41.53'	N25° 18' 58"E
(C2)		(30.00')	(45.86')	(41.53')	(N28° 04' 25"E)

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 *April 2023*
 M. STEPHEN TRUESDALE DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933



REGISTERED PROFESSIONAL LAND SURVEYOR
 LICENSED STATE LAND SURVEYOR
 INLAND GEODETICS
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681

01/02/2023

PARCEL PLAT SHOWING PROPERTY OF

KELLY ANN MONEY

PARCEL 31
 0.808 ACRES
 35,206 Sq. Ft.



SCALE
 1" = 100'

PROJECT
 BAGDAD ROAD

COUNTY
 WILLIAMSON

PAGE 4 OF 4

Commissioners Court - Regular Session

33.

Meeting Date: 10/10/2023

Resolution for Condemnation

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.180 acres (Parcel 334) in Williamson County, Texas, and 0.118 acres (Parcel 334E) required for the construction of Hero Way/RM 2243. (Bradley/ Parcel 334) Funding Source: Road Bonds P236

Background

Fiscal Impact

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

Attachments

Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

10/05/2023 11:19 AM

Started On: 10/05/2023 08:10 AM

**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 0.180 acres (Parcel 334) in Williamson County, Texas, and 0.118 acres (Parcel 334E) of land in Williamson County, Texas, for an electric easement, which are described by metes and bounds in Exhibits "A & B" respectively, which are attached hereto and incorporated herein, and are owned by **JACK SCOTT BRADLEY, AMY L. BRADLEY N/K/A AMY LOUISE HOLMES, AND BRIAN GREGORY HOLMES** for the purpose of constructing, reconstructing, maintaining, and operating the Hero Way/RM 2243 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, a suit in eminent domain to acquire the property interests for the aforesaid purposes. 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 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: 334
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 334

METES & BOUNDS DESCRIPTION FOR A 0.180 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 13.320 ACRE TRACT OF LAND AS CONVEYED TO JACK SCOTT BRADLEY, AMY L. BRADLEY AND BRIAN GREGORY HOLMES BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2000068029 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.180 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of reference found), at the southwest corner of the above described Bradley and Holmes Tract, and the southeast corner of a called 13.320 acre tract of land as conveyed to Brian Olson and Charity M. Olson (1/2 interest) and Gregory Olson and Hattie E. Olson (1/2 interest) by Warranty Deed with Vendor's Lien recorded in Document Number 2001071867 of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of said Hero Way, at the southwest corner of said Olson Tract, and the southeast corner of the remainder of a called 13.371 acre tract of land as conveyed to Charles Hoskins and Patricia Hoskins by Warranty Deed with Vendor's Lien recorded in Document Number 2002036263 of the Official Public Records of Williamson County, Texas, bears S 68°52'28" W a distance of 456.22 feet;

THENCE, with the west line of said Bradley and Holmes Tract and the east line of said Olson Tract, N 22°13'25" W a distance of 24.76 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,221.60, E: 3,086,669.90) set at the beginning of a non-tangent curve to the left, for the northwest corner of the herein described tract, 218.89 feet left of FM 2243 baseline station 155+91.10, from which a 1/2-inch iron rod with cap stamped "J.E. GARON RPLS 4303" found at the northwest corner of said Bradley and Holmes Tract and the northeast corner of said Olson Tract, bears N 22°13'25" W a distance of 1,262.81 feet;

THENCE, over and across said Bradley and Holmes Tract, along said curve to the left, an arc distance of 407.76 feet, having a radius of 11,053.00 feet, a central angle of 02°06'49" and a chord which bears N 70°28'42" E a distance of 407.73 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for a point of tangency, 232.76 feet left of FM 2243 baseline station 160+07.76;

THENCE, continuing over and across said Bradley and Holmes Tract, N 69°25'18" E a distance of 30.65 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 233.71 feet left of FM 2243 baseline station 160+39.11;

THENCE, continuing over and across said Bradley and Holmes Tract, N 22°31'56" W a distance of 4.00 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for an exterior corner of the herein described tract, 237.70 feet left of FM 2243 baseline station 160+38.85;

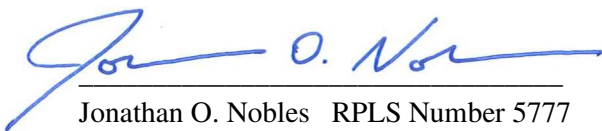
THENCE, continuing over and across said Bradley and Holmes Tract, N 69°25'18" E a distance of 18.38 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the east line of said Bradley and Holmes Tract and on the west line of Tract 4 of Kittie Hill Acres, a subdivision as recorded in Cabinet F, Slides 45-46 of the Plat Records of Williamson County, Texas, for the northeast corner of the herein described tract, 238.22 feet left of FM 2243 baseline station 160+57.66, from which a 1/2-inch iron rod found on the east line of said Bradley and Homes Tract, at the northwest corner of said Tract 4, bears N 22°42'00" W a distance of 340.76 feet;

THENCE, with the east line of said Bradley and Holmes Tract and the west line of said Tract 4, S 22°42'00" E a distance of 16.41 feet to a 1/2-inch iron rod found on the north right-of-way line of said Hero Way, at the southeast corner of said Bradley and Holmes Tract and the southwest corner of said Tract 4, from which a 1/2-inch iron rod found at the southeast corner of said Tract 4, bears N 69°38'27" E a distance of 823.08 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said Bradley and Holmes Tract, S 68°48'59" W a distance of 456.49 feet to the **POINT OF BEGINNING** and containing 0.180 acre (7,858 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.


Jonathan O. Nobles RPLS Number 5777

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502



08/12/2022
Date

Client: Williamson County
Date: June 17, 2022
Revised: August 12, 2022
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

HEROWAY 15 LLC
(TRACT 4)
DOC. NO. 2022033215
O.P.R.W.C.

TRACT 4

KITTIE HILL ACRES
CAB. F. SLIDES 45-46
P.R.W.C.

10' ROAD WIDENING ESMT.
CAB. F. SLIDES 45-46
P.R.W.C.

ELECTRIC ESMT.
VOL. 799, PG. 641
D.R.W.C.
[10.2]

PARCEL 334 0.180 ACRE
7,858 SQUARE FEET
A PORTION OF A CALLED 13.320 ACRES
JACK SCOTT BRADLEY, AMY L BRADLEY
AND BRIAN GREGORY HOLMES
DOC. NO. 2000068029 O.P.R.W.C.

SEE DETAIL

STA 160+38.85
237.70' LT
STA 160+39.11
233.71' LT
STA 160+07.76
232.76' LT
STA 160+57.66
238.22' LT

PROPOSED R.O.W. 823.08'
APPROX. SURVEY LINE
EXISTING R.O.W.

5/8 "SAM"
4.39 ACRE ELEC. LINE ESMT. (PART 2)
DOC. NO. 2018088935
O.P.R.W.C.

0.25 ACRE ELEC. LINE ESMT.
DOC. NO. 2018088934
O.P.R.W.C.

JNK PROPERTIES 1, LTD.
CALLED 1.00 ACRES (TRACT 8)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004077519 O.P.R.W.C.

JNK PROPERTIES 1, LTD.
CALLED 3.3834 ACRES (TRACT 1)
AS DESCRIBED IN
DOC. NO. 2004077519 O.P.R.W.C.

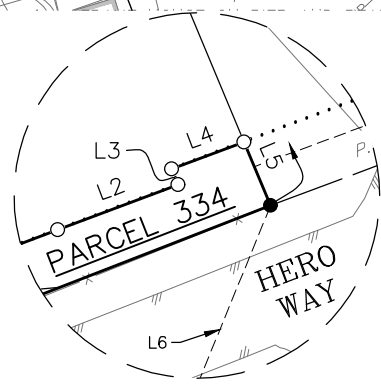
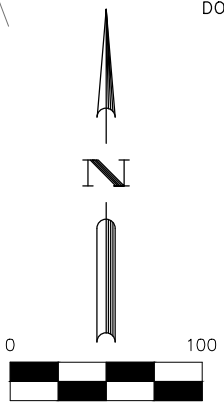
HERO WAY (F/K/A CR 269)
R.O.W. VARIES (NO DEED OF RECORD FOUND)

0.52 ACRE ELEC. LINE ESMT.
DOC. NO. 2018067187 O.P.R.W.C.
[10.3]

0.06 ACRE ELEC. LINE ESMT. (PART 1)
DOC. NO. 2018088935 O.P.R.W.C.

THE PARK AT CYPRESS CREEK, LLC
CALLED 4.377 ACRES (TRACT 2)
DOC. NO. 2021145415 O.P.R.W.C.

3' ELEC. ESMT. [10.1]
VOL. 799, PG. 635 D.R.W.C.



DETAIL N.T.S.

REVISED 08/12/2022: UPDATED TITLE COMMITMENT

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

PARCEL PLAT
SHOWING PARCEL 334
0.180 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/17/2022	3 of 5

G:\TXC\Projects\County_Williamson\7473-00_RM_2243\06_Survey\04_Finals\Drawings\7473-00_P334-EX1.dwg, 8/9/2022 4:52 PM, Stephen Barger

LEGEND

- B.P. BRICK PAVERS
- CAB. CABINET
- C.L.F. CHAIN LINK FENCE
- CMP CORRUGATED METAL PIPE
- C.R.S. CATHODIC READING STATION
- DOC. DOCUMENT
- E.C.R. ELECTRIC CONDUIT RISER
- ESMT. EASEMENT
- E.M. ELECTRIC METER
- ELEC. ELECTRIC
- ESMT. EASEMENT
- G.C.B. GATE CONTROL BOX
- G.P. GATE POST
- NO. NUMBER
- N.T.S. NOT TO SCALE
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- P.O.B. POINT OF BEGINNING
- PED. PEDESTAL
- P.L.M. PIPELINE MARKER
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.P. POWER POLE
- R.O.W. RIGHT-OF-WAY
- S.R.W. STONE RETAINING WALL
- TEL. TELEPHONE
- TRANS. TRANSFORMER
- U.C.M. UNDERGROUND CABLE MARKER
- W.I.F. WROUGHT IRON FENCE
- W.M. WATER METER
- () RECORD INFO FOR DOC. NO. 2000068029 O.P.R.W.C.
- [] RECORD INFO FOR DOC. NO. 2001071867 O.P.R.W.C.
- { } RECORD INFO FOR CAB. F, SLIDES 45-46 P.R.W.C.
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
- △ CALCULATED POINT
- x— WIRE FENCE
- METAL FENCE
- DHT— OVERHEAD TELEPHONE
- DHP— OVERHEAD POWER
- //— EDGE OF ASPHALT
- 10.3 SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 22°13'25" W	24.76'
L2	N 69°25'18" E	30.65'
L3	N 22°31'56" W	4.00'
L4	N 69°25'18" E	18.38'
L5	S 22°42'00" E	16.41'
L6	S 22°13'48" W	67.81'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	407.76'	11,053.00'	2°06'49"	N 70°28'42" E	407.73'

REVISED 08/12/2022: UPDATED TITLE COMMITMENT

	BGE, Inc. 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728 Tel: 512-879-0400 • www.bgeinc.com TBPLS Licensed Surveying Firm No. 10106502		
	Copyright 2022		
<p>PARCEL PLAT SHOWING PARCEL 334 0.180 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS</p>			
Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/17/2022	4 of 5

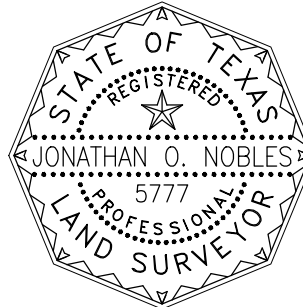
G:\TXC\Projects\County\Williamson\7473-00_RM_2243\06_Survey\04_Finals\Drawings\7473-00_P334_EX1.dwg, 8/9/2022 4:52 PM, Stephen Barger

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-159118, DATED EFFECTIVE JUNE 23, 2022 AND ISSUED ON JULY 1, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 625, PAGE 5, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.1 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC. AS DESCRIBED IN VOLUME 799, PAGE 635 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.2 AN ELECTRIC TRANSMISSION LINE GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC. AS DESCRIBED IN VOLUME 799, PAGE 641 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 AN ELECTRIC LINE AERIAL EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018067187 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083081 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.



I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

08/12/2022

Jonathan O. Nobles
 JONATHAN O. NOBLES RPLS NO. 5777
 BGE, INC.
 101 WEST LOUIS HENNA BLVD., SUITE 400
 AUSTIN, TEXAS 78728
 TELEPHONE: (512) 879-0400

REVISED 08/12/2022: UPDATED TITLE COMMITMENT



BGE, Inc.
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPLS Licensed Surveying Firm No. 10106502

Copyright 2022

PARCEL PLAT
 SHOWING PARCEL 334
 0.180 ACRE
 FM 2243
 WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 06/17/2022	Page: 5 of 5
-------------------	---------------------	---------------------	-----------------

EXHIBIT B

County: Williamson
Parcel: 334E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 334E

METES & BOUNDS DESCRIPTION FOR A 0.118 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 13.320 ACRE TRACT OF LAND AS CONVEYED JACK SCOTT BRADLEY, AMY L. BRADLEY AND BRIAN GREGORY HOLMES BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2000068029 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.118 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of reference found), at the southwest corner of the above described Bradley and Holmes Tract, and the southeast corner of a called 13.320 acre tract of land as conveyed to Brian Olson and Charity Olson by Warranty Deed with Vendor's Lien recorded in Document Number 2001071867 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod with cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of said Hero Way, at the southwest corner of said Olson Tract, and at the southeast corner of the remainder of a called 13.371 acre tract of land as conveyed to Charles Hoskins and Patricia Hoskins by Warranty Deed with Vendor's Lien recorded in Document Number 2002036263 of the Official Public Records of Williamson County, Texas, bears S 68°52'28" W a distance of 456.22 feet, and also from which a 1/2-inch iron rod found on the north right-of-way line of said Hero Way, at the southeast corner of said Bradley and Holmes Tract and the southwest corner of Tract 4 of Kittie Hill Acres, a subdivision as recorded in Cabinet F, Slides 45-46 of the Plat Records of Williamson County, Texas, bears N 68°48'59" E a distance of 456.49 feet; Thence, with the west line of said Bradley and Holmes Tract and the east line of said Olson Tract, N 22°13'25" W a distance of 95.99 feet to a 5/8-inch iron rod with cap stamped "SAM LLC" (NAD-83, Central Zone Grid Coordinates: N: 10,188,287.53, E: 3,086,642.96) found at the northwest corner of a called 0.52 acre electric line easement recorded in Document Number 2018067187 of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, 289.75 feet left of FM 2243 baseline station 155+83.68;

THENCE, with the west line of said Bradley and Holmes Tract and the east line of said Olson Tract, N 22°13'25" W a distance of 28.98 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the beginning of a non-tangent curve to the left, for the northwest corner of the herein described tract, 318.59 feet left of FM 2243 baseline station 155+80.63, from which a 1/2-inch iron rod with cap stamped "J.E. GARON RPLS 4303" found at the northwest corner of said Bradley and Holmes Tract and the northeast corner of said Olson Tract, bears N 22°13'25" W a distance of 1,162.59 feet;

THENCE, over and across said Bradley and Holmes Tract, along said curve to the left, an arc distance of 158.92 feet, having a radius of 10,953.00 feet, a central angle of 00°49'53" and a chord which bears N 71°09'14" E a distance of 158.92 feet to a 1/2-inch iron rod with a cap stamped "BGE Inc" set for the northeast corner of the herein described tract, 324.23 feet left of FM 2243 baseline station 157+44.57;

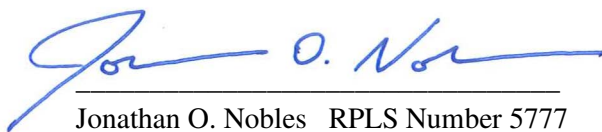
THENCE, continuing over and across said Bradley and Holmes Tract, S 20°34'42" E a distance of 47.58 feet to a 1/2-inch iron rod with a cap stamped "BGE Inc" set on the north line of said electric easement, for the southeast corner of the herein described tract, 276.73 feet left of FM 2243 baseline station 157+47.39, from which a 5/8-inch iron rod with cap stamped "SAM INC" found on the north right-of-way line of said Hero Way, at the most easterly corner of said electric easement, bears N 84°51'46" E a distance of 256.47 feet;

THENCE, with the north line of said electric easement, continuing over and across said Bradley and Holmes Tract, S 84°51'46" W a distance of 89.63 feet to a 1/2-inch iron rod found for an angle point;

THENCE, with the north line of said electric easement, continuing over and across said Bradley and Holmes Tract, S 69°03'38" W a distance of 71.62 feet to the **POINT OF BEGINNING** and containing 0.118 acres (5,154 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502



08/16/2022
Date

Client: Williamson County
Date: August 16, 2022
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

JACK SCOTT BRADLEY, AMY L BRADLEY AND BRIAN GREGORY HOLMES
CALLED 13.320 ACRES
DOC. NO. 2000068029 O.P.R.W.C.

TRACT 4

KITTIE HILL ACRES
CAB. F. SLIDES 45-46
P.R.W.C.

BRIAN OLSON AND CHARITY M. OLSON, HUSBAND AND WIFE (1/2 INTEREST)
GREGORY OLSON AND HATTIE E. OLSON, HUSBAND AND WIFE (1/2 INTEREST)
CALLED 13.320 ACRES
DOC. NO. 2001071867
O.P.R.W.C.

EASEMENT PARCEL
334E 0.118 ACRE
5,154 SQUARE FEET

A PORTION OF A CALLED 13.320 ACRES
JACK SCOTT BRADLEY, AMY L. BRADLEY
AND BRIAN GREGORY HOLMES
DOC. NO. 2000068029 O.P.R.W.C.

HEROWAY 15 LLC
(TRACT 4)
DOC. NO. 2022033215
O.P.R.W.C.

20' ELECTRIC ESMT.
VOL. 799, PG. 641
D.R.W.C.
[10.2]

10' ROAD WIDENING ESMT.
CAB. F, SLIDES 45-46
P.R.W.C.

TALBOT CHAMBERS
SURVEY, A-125

STA 155+80.63
318.59' LT

ELC.E. LINE ESMT.
1.01 ACRE
DOC. NO. 2018067188
O.P.R.W.C.

P.O.B.
STA 155+83.68
289.75' LT
GRID COORDINATES
N: 10,188,287.53
E: 3,086,642.96

3' ELEC. ESMT.
VOL. 799, PG. 635 D.R.W.C.
[10.1]

THE PARK AT CYPRESS CREEK, LLC
CALLED 4.377 ACRES
(TRACT 2)
DOC. NO. 2021145415 O.P.R.W.C.

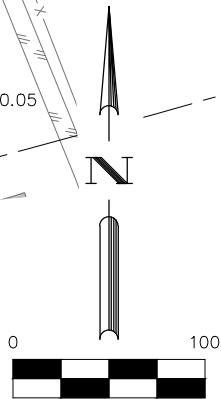
ELEC. LINE ESMT.
0.06 ACRE (PART 1)
DOC. NO. 2018088935
O.P.R.W.C.

JNK PROPERTIES 1, LTD.
CALLED 33.834 ACRES
(TRACT 1)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004028572 O.P.R.W.C.

JNK PROPERTIES 1, LTD.
CALLED 1.00 ACRES
(TRACT 8)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004077519 O.P.R.W.C.

4.39 ACRE
ELEC. LINE ESMT.
(PART 2)
DOC. NO. 2018088935
O.P.R.W.C.

HERO WAY (F/K/A CR 269)
R.O.W. VARIES (NO DEED OF RECORD FOUND)



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

Copyright 2022

PARCEL PLAT SHOWING
EASEMENT PARCEL 334E
0.118 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/16/2022	Page: 3 of 5
-------------------	---------------------	---------------------	-----------------

LEGEND

- B. BOLLARD
- BLDG. BUILDING
- B.P. BRICK PAVERS
- B.W.F. BARBED WIRE FENCE
- CAB. CABINET
- C.L.F. CHAIN LINK FENCE
- CMP CORRUGATED METAL PIPE
- C.R.S. CATHODIC READING STATION
- DOC. DOCUMENT
- E.C.R. ELECTRIC CONDUIT RISER
- ELEC. ELECTRIC
- E.M. ELECTRIC METER
- ESMT. EASEMENT
- G.C.B. GATE CONTROL BOX
- G.P. GATE POST
- H.W.F. HOW WIRE FENCE
- NO. NUMBER
- N.T.S. NOT TO SCALE
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- P.O.B. POINT OF BEGINNING
- PED. PEDESTAL
- P.L.M. PIPELINE MARKER
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.P. POWER POLE
- R.O.W. RIGHT-OF-WAY
- S.R.W. STONE RETAINING WALL
- TEL. TELEPHONE
- TRANS. TRANSFORMER
- U.C.M. UNDERGROUND CABLE MARKER
- W.M. WATER METER
- W.V. WATER VALVE
- W.W. WATER WELL
- () RECORD INFO FOR DOC. NO. 2000068029 O.P.R.W.C.
- [] RECORD INFO FOR DOC. NO. 2001071867 O.P.R.W.C.
- { } RECORD INFO FOR DOC. NO. 2018067187 O.P.R.W.C.
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
- SET 1/2" IRON ROD W/CAP "BGE INC"
- x- WIRE FENCE
- METAL FENCE
- DHT- OVERHEAD TELEPHONE
- DHP- OVERHEAD POWER
- /// EDGE OF ASPHALT
- 10.3 SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 22°13'25" W	28.98'
L2	S 20°34'42" E	47.58'
L3	S 84°51'46" W	89.63'
L4	S 69°03'38" W	71.62'
L5	N 22°13'25" W	95.99'

LINE TABLE		
NUMBER	BEARING	DISTANCE
{L4}	{S 69°02'31" W}	{71.50'}

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	158.92'	10,953.00'	0°49'53"	N 71°09'14" E	158.92'



BGE, Inc.
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPLS Licensed Surveying Firm No. 10106502

Copyright 2022

PARCEL PLAT SHOWING
 EASEMENT PARCEL 334E
 0.118 ACRE
 FM 2243
 WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/16/2022	Page: 4 of 5
-------------------	---------------------	---------------------	-----------------

G:\TXC\Projects\County_Williamson\7473-00_RM_2243\06_Survey\04_Finals\Drawings\7473-00_P334E_EX1.dwg, 8/16/2022 1:24 PM, Stephen Barger

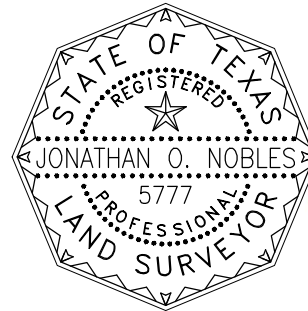
GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-159118, DATED EFFECTIVE JUNE 23, 2022 AND ISSUED ON JULY 1, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 625, PAGE 5, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.1 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC. AS DESCRIBED IN VOLUME 799, PAGE 635 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.2 AN ELECTRIC TRANSMISSION LINE GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC. AS DESCRIBED IN VOLUME 799, PAGE 641 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 AN ELECTRIC LINE AERIAL EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018067187 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083081 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



08/16/2022

Jonathan O. Nobles

JONATHAN O. NOBLES RPLS NO. 5777
 BGE, INC.
 101 WEST LOUIS HENNA BLVD., SUITE 400
 AUSTIN, TEXAS 78728
 TELEPHONE: (512) 879-0400

	BGE, Inc. 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728 Tel: 512-879-0400 • www.bgeinc.com TBPLS Licensed Surveying Firm No. 10106502			Copyright 2022
	<p>PARCEL PLAT SHOWING EASEMENT PARCEL 334E 0.118 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS</p>			
Scale:	Job No.:	Date:	Page:	
1"=100'	7473-00	08/16/2022	5 of 5	

Commissioners Court - Regular Session

34.

Meeting Date: 10/10/2023

FY24 Capital Improvement Program

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the projects and budgets for the 2018,2019,2020,2021,2022,2023 and 2024 Capital Improvement Programs, as well as the 2015 Certificate of Obligation, 2013 Park Bond, 2019 Park Bond, and Long Range Transportation (LTP).

Background

In the FY24 General Fund Budget, \$16,200,000 was funded for the Capital Improvement Plan from cash ending. Attached are the financial reports that provide the details for the CIP program. The attached financial report also provides available balances for the 2015 Certificate of Obligation,2013 Park Bond, 2019 Park Bond and unallocated funds from FY23. The CIP request list is also attached.

Fiscal Impact

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

Attachments

Financial Summary

CIP List

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

10/05/2023 11:22 AM

Started On: 10/05/2023 09:44 AM

Unallocated August 31, 2023 (Funds available to be assigned to projects)

2015 CO: \$37,339.69

2020 CIP: \$346,713.67

2023 CIP: \$230,203.25

2013 Park: \$268,385.47

2019 Park: \$1,570,511.49

2024 CIP: \$16,200,000

2023 LTP GF or CIP (not allocated): \$1,745,361

Through 8/31/2023								
Project	Project Name	Revenue	Budget	Actual Cost	Commitment Amount	Total Cost	Funds Available	Notes
2015 CO								
P356	2015 CO NON-DEPARTMENTAL	\$ 716,008.04	\$ 716,008.04	\$ 678,668.35	\$ -	\$ 678,668.35	\$ 37,339.69	Unallocated funds
P476	Justice Complex Improvements	\$ 45,000.00	\$ 45,000.00	\$ 39,710.26	\$ 5,289.74	\$ 45,000.00	\$ -	
P536	Central Maintenance Service Road	\$ 405,193.00	\$ 405,193.00	\$ 11,330.00	\$ -	\$ 11,330.00	\$ 393,863.00	
P540	Jail Renovations Phase II	\$ 232,997.35	\$ 232,997.35	\$ 232,229.03	\$ 768.32	\$ 232,997.35	\$ -	
P548	JP4 HUTTO REMODEL	\$ 1,240,456.48	\$ 1,240,456.48	\$ 61,537.83	\$ 146,573.07	\$ 208,110.90	\$ 1,032,345.58	
P595	New District,County,AG Court	\$ 304,117.22	\$ 304,117.22	\$ 296,240.22	\$ 7,877.00	\$ 304,117.22	\$ -	
2018 CIP								
P476	JUSTICE CTR SECURITY IMPROV	\$ 204,575.00	\$ 400,000.00	\$ 204,575.00	\$ 24,777.50	\$ 229,352.50	\$ 170,647.50	
2019 CIP								
P519	JJC - Smith Branch Mitigation	\$ 555,200.16	\$ 5,000,000.00	\$ 564,994.74	\$ 72,532.12	\$ 637,526.86	\$ 4,362,473.14	
P540	Jail Renovations Phase II	\$ 140,361.77	\$ 188,746.01	\$ 165,271.16	\$ 23,474.85	\$ 188,746.01	\$ -	
2020 CIP								
P530	Children's Advocacy Center	\$ 5,404,701.79	\$ 5,500,000.00	\$ 5,459,264.42	\$ 40,735.58	\$ 5,500,000.00	\$ -	Partially funded by ARPA
P566	EXPO TX WINTER STORM 2021	\$ 310,204.85	\$ 346,713.67	\$ 141,418.73	\$ -	\$ 141,418.73	\$ 346,713.67	
2021 CIP								
P515	Justice Center Remodel	\$ 394,895.03	\$ 420,732.28	\$ 394,895.03	\$ 21,557.59	\$ 416,452.62	\$ 4,279.66	
P537	Fiber Replacement and Addition	\$ 119,299.66	\$ 700,000.00	\$ 119,299.66	\$ 171,998.04	\$ 291,297.70	\$ 408,702.30	
P539	Central Maintenance Light Pole	\$ 29,259.87	\$ 29,259.87	\$ 29,259.87	\$ -	\$ 29,259.87	\$ -	
P540	Jail Renovations Phase II	\$ 16,672.21	\$ 1,641,000.00	\$ 16,672.21	\$ 1,234,337.42	\$ 1,251,009.63	\$ 389,990.37	
P544	JJC - Door, Intercom & Camera	\$ 748,215.46	\$ 875,000.00	\$ 748,215.46	\$ 90,797.17	\$ 839,012.63	\$ 35,987.37	
P548	JP4 HUTTO REMODEL	\$ -	\$ 558,209.92	\$ -	\$ -	\$ -	\$ 558,209.92	
P563	SW Regional Parking Lot	\$ 594,775.77	\$ 594,775.77	\$ 594,775.77	\$ -	\$ 594,775.77	\$ -	
P595	New District,County,AG Court	\$ 463,452.32	\$ 473,954.55	\$ 473,326.55	\$ 628.00	\$ 473,954.55	\$ -	
P625	ESOC Consoles Renovation	\$ 205,903.55	\$ 325,224.23	\$ 205,903.55	\$ 119,320.50	\$ 325,224.05	\$ 0.18	
2022 CIP								
P476	JUSTICE CTR SECURITY IMPROV	\$ -	\$ 3,150,000.00	\$ -	\$ -	\$ -	\$ 3,150,000.00	
P548	JP4 HUTTO REMODEL	\$ -	\$ 845,846.45	\$ -	\$ -	\$ -	\$ 845,846.45	
P565	CTTC WINTER STORM 2021	\$ 674,946.26	\$ 1,079,000.00	\$ 674,946.26	\$ 228,971.82	\$ 903,918.08	\$ 175,081.92	
P570	FIRE/EMS PAGING REDUNDANCY	\$ 150,000.00	\$ 1,100,000.00	\$ 150,000.00	\$ 890,955.85	\$ 1,040,955.85	\$ 59,044.15	
P572	SO-GYM IMPROVE AIR QUALITY	\$ 64,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	
P573	SOTC-PERIMETER WALL AND FENCE	\$ 351,500.00	\$ 375,000.00	\$ 354,846.00	\$ -	\$ 354,846.00	\$ 20,154.00	
P574	SOTC-BULLET TRAP	\$ 96,995.00	\$ 131,000.00	\$ 131,000.00	\$ -	\$ 131,000.00	\$ -	
P576	2022 CIP NON DEPARTMENTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
P595	New District,County,AG Court	\$ 576,177.56	\$ 636,572.00	\$ 581,510.63	\$ 47,417.07	\$ 628,927.70	\$ 7,644.30	
P602	M42 TAYLOR AMBULANCE STATION	\$ -	\$ 1,600,000.00	\$ -	\$ -	\$ -	\$ 1,600,000.00	
P603	ESOC AV REPAIR ENHANCEMENTS	\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	\$ 750,000.00	
P604	PUBLIC SAFETY UPGRADE	\$ -	\$ 2,832,581.55	\$ -	\$ -	\$ -	\$ 2,832,581.55	
P606	REGIONAL PARK RESTROOM RENO	\$ -	\$ 26,931.70	\$ 26,931.70	\$ -	\$ 26,931.70	\$ -	
P614	JAIL DOCK STATIONS GENERATORS	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 25,000.00	\$ -	
2023 CIP								
P476	JUSTICE COMPLEX IMPROVEMENTS	\$ -	\$ 1,200,000.00	\$ -	\$ -	\$ -	\$ 1,200,000.00	
P559	Berry Springs Amenities	\$ -	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ 1,500,000.00	
P572	JAIL SOUTH GYM RENOVATIONS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
P574	SOTC-BULLET TRAP	\$ -	\$ 130,000.00	\$ -	\$ 130,000.00	\$ 130,000.00	\$ -	
P583	FIF Grant Match	\$ -	\$ 850,000.00	\$ -	\$ -	\$ -	\$ 850,000.00	Funds not available for use, grant match only; part of O&M not CIP
P595	New District,County,AG Court	\$ -	\$ 461,914.00	\$ -	\$ -	\$ -	\$ 461,914.00	
P604	PUBLIC SAFETY UPGRADE	\$ -	\$ 1,167,418.45	\$ -	\$ -	\$ -	\$ 1,167,418.45	
P605	REGIONAL PARK REPAIRS/UPGRADE	\$ -	\$ 2,330,000.00	\$ -	\$ -	\$ -	\$ 2,330,000.00	
P606	REGIONAL PARK RESTROOM RENO	\$ -	\$ 128,068.30	\$ 3,957.58	\$ 124,110.72	\$ 128,068.30	\$ -	
P607	PARKS LIGHT ENERGY UPGRADE	\$ -	\$ 1,085,000.00	\$ -	\$ -	\$ -	\$ 1,085,000.00	
P608	FLEET SHOP ADDITION	\$ -	\$ 920,000.00	\$ -	\$ 636,572.00	\$ 636,572.00	\$ 283,428.00	
P609	ESOC DATA CENTER CRAC UNIT	\$ 42,996.50	\$ 445,000.00	\$ 42,996.50	\$ 8,898.50	\$ 51,895.00	\$ 393,105.00	
P610	DEMO OF NORTH ADDITION H JAIL	\$ 7,445.00	\$ 325,000.00	\$ 7,445.00	\$ -	\$ 7,445.00	\$ 317,555.00	
P611	JESTER ANNEX HVAC	\$ -	\$ 775,000.00	\$ -	\$ -	\$ -	\$ 775,000.00	
P613	SO RECEPTION WINDOWS WARRANTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
P614	JAIL DOCK STATIONS GENERATORS	\$ -	\$ 175,000.00	\$ -	\$ 167,074.00	\$ 167,074.00	\$ 7,926.00	
P615	JUSTICE CENTER ROOF REPLACEMENT	\$ -	\$ 775,000.00	\$ -	\$ 18,800.00	\$ 18,800.00	\$ 756,200.00	
P616	JJC SHOWER RENOVATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
P617	2023 CIP NON DEPARTMENTAL	\$ -	\$ 1,030,203.25	\$ -	\$ -	\$ -	\$ 1,030,203.25	Unallocated funds *court wanted to put aside 800K for EXPO
2013 Park Bond								
P316	BLACKLAND HERITAGE PHASE I	\$ 96,799.17	\$ 96,799.17	\$ 3,813.46	\$ -	\$ 3,813.46	\$ 92,985.71	
P444	Park Land Acquisition	\$ 3,354,185.09	\$ 3,354,185.09	\$ 2,622,031.28	\$ -	\$ 2,622,031.28	\$ 732,153.81	
P447	Hike & Bike Trail Pct. 2	\$ 406,827.62	\$ 406,827.62	\$ -	\$ -	\$ -	\$ 406,827.62	
P448	Hike & Bike Trail Pct. 3	\$ 2,926,480.00	\$ 2,926,480.00	\$ 476,283.27	\$ -	\$ 476,283.27	\$ 2,450,196.73	
P465	Interpretive Center	\$ 1,163,254.00	\$ 1,163,254.00	\$ 1,050,519.02	\$ 112,734.98	\$ 1,163,254.00	\$ -	
P500	2013 PARK NON-DEPARTMENTAL	\$ 906,622.62	\$ 906,622.62	\$ 638,237.15	\$ -	\$ 638,237.15	\$ 268,385.47	Unallocated funds
2019 Park Bond								
P315	RIVER RANCH COUNTY PARK	\$ 4,300,000.00	\$ 4,300,000.00	\$ 3,487,345.15	\$ 701,875.10	\$ 4,189,220.25	\$ 110,779.75	
P343	Bagdad Road/CR 279 (Lp 332 to CR 281)	\$ 4,500,000.00	\$ 4,500,000.00	\$ -	\$ -	\$ -	\$ 4,500,000.00	
P550	2019 Park Non-Departmental	\$ 1,222,302.18	\$ 1,222,302.18	\$ 297,286.60	\$ -	\$ 297,286.60	\$ 925,015.58	leaving 125,015.58 for arbitrage
P551	Brushy Creek Trail from Hairy Man Road	\$ 2,505,000.00	\$ 2,505,000.00	\$ 293,326.74	\$ 648,841.19	\$ 942,167.93	\$ 1,562,832.07	
P552	Champion Park Parking Lot	\$ 305,000.00	\$ 305,000.00	\$ 136,754.89	\$ 30,625.68	\$ 167,380.57	\$ 137,619.43	
P553	SW Regional Park to Brushy Creek Regional Trail	\$ 4,500,000.00	\$ 4,500,000.00	\$ 72,105.00	\$ 500,171.90	\$ 572,276.90	\$ 3,927,723.10	
P554	ILA City of Cedar Park Lakeline Park	\$ 2,000,000.00	\$ 2,000,000.00	\$ 147.00	\$ -	\$ 147.00	\$ 1,999,853.00	
P555	YMCA Pedestrian Bridge	\$ 1,110,797.85	\$ 1,110,797.85	\$ 1,004,236.00	\$ 90,584.55	\$ 1,094,820.55	\$ 15,977.30	
P558	Southwest Regional Park towards Lake Georgetown	\$ 5,500,000.00	\$ 5,500,000.00	\$ 578,173.98	\$ 228,464.77	\$ 806,638.75	\$ 4,693,361.25	
P559	Berry Springs Support Amenities	\$ 3,145,000.00	\$ 3,145,000.00	\$ 352,994.72	\$ 105,551.74	\$ 458,546.46	\$ 2,686,453.54	
P560	SW Regional Park Restrooms	\$ 270,000.00	\$ 270,000.00	\$ 232,092.20	\$ 5,890.00	\$ 237,982.20	\$ 32,017.80	
P561	Brushy Creek Regional Trail/Redbud Lane	\$ 3,125,000.00	\$ 3,125,000.00	\$ 62,585.00	\$ -	\$ 62,585.00	\$ 3,062,415.00	
P562	Expo Center Support Amenities	\$ 3,328,238.11	\$ 3,328,238.11	\$ 1,375,317.85	\$ 282,660.83	\$ 1,657,978.68	\$ 1,670,259.43	
P566	EXPO TX WINTER STORM 2021	\$ 621,761.89	\$ 1,392,273.38	\$ 621,761.89	\$ -	\$ 621,761.89	\$ 770,511.49	
FY24 CIP								
TBD		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,200,000.00	
FY23 LTP GF OR ADDITIONAL CIP								
TBD		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,745,361.00	These funds are from FY23, that were never allocated by the Court.
Total Funds Available		\$ 20,398,514.57	subtracted out 800K for EXPO and 125K from 2019 park					

CAPITAL IMPROVEMENT PLAN 2024

Item #	Reference #	Year Proj. needs Funding	PROJECT	Dept. Priority	Total Cost	Approved 10/3/23	2024 CIP	2015 CO	2020 CIP	2023 CIP	2013 Park	2019 Park	2023 LTP/CIP
EMERGENCY SERVICES					\$ 510,000	\$ -							
0196	0581-22-0196	2022	Security Fence Upgrade for ESOC (priority is ranked with P.S. projects below)	3	\$ 510,000								
PUBLIC SAFETY					\$ 40,500,000	\$ -							
0306	0503-24-0306	2024	Back-up 911 Center (Includes Confidential Information)	2	\$ 4,500,000								
1001A	0587-24-1001	2024	Radio Tower Addition	1B	\$ 5,000,000								
1001C	0587-24-1001	2024	Land Acquisition for Radio Tower	1A	\$ 5,000,000								
1001B	0587-24-1001	2025	Radio Tower Addition	7	\$ 5,000,000								
1001D	0587-24-1001	2025	Radio Tower Addition	8	\$ 5,000,000								
1001E	0587-24-1001	2026	Radio Tower Addition	9	\$ 5,000,000								
1001F	0587-24-1001	2027	Radio Tower Addition	10	\$ 5,000,000								
1002	0587-24-1002	2024	Radio Technology Upgrade to TDMA	4	\$ 4,500,000								
1003	0587-24-1003	2024	Carlson Cove Tower Enhanced Monitoring	6	\$ 1,500,000								
INFORMATION TECHNOLOGY SERVICES					\$ 5,000,000	\$ -							
0220	0503-19-0220	2025	ERP Purchase/Upgrade (priority is ranked with PS projects above)	5	\$ 5,000,000								
PARKS					\$ 14,488,000	\$ -							
0396	1047-23-0396	2023	EXPO Center - Group Pavilions	2	\$ 500,000								
0397	1047-23-0397	2023	EXPO Center - Covered West Arena	3	\$ 13,400,000								
0399	1047-24-0399	2024	EXPO Center - Elevated Water Storage Tank	1	\$ 588,000								
CENTRAL MAINTENANCE					\$ 25,500,000	\$ -							
4011	1026-19-4011	2019	Fleet Parts Room expansion	1	\$ 1,500,000								
4029	1026-19-4029	2019	Fleet Heavy Equipment Shop	2	\$ 9,000,000								
4123	1026-24-4123	2024	CMF Building Expansion	3	\$ 15,000,000								
BUILDINGS					\$ 2,360,000	\$ -							
4120	1033-24-4120	2024	Taylor Tax Office Remodel	1	\$ 1,500,000								
4121	1018-24-4121	2024	Holly Street Warehouse Remodel	1	\$ 110,000								
4124	1062-24-4124	2024	Purchase Remaining Condo in JP4 Building	1	\$ 750,000								
SHERIFF'S OFFICE / CORRECTIONS					\$ 17,300,000	\$ -							
4094	1008-21-4094	2021	SO - Placeholder for SO Admin Expansion	3	\$ 4,000,000								
4033	1008-19-4033	2019	Jail - Jail Design and Construction - fourth floor buildout	4	\$ 12,000,000								
4116	0560-23-4116	2023	SOTC - Remodel Range Training Pavilion	1	\$ 430,000								
4122	1008-24-4122	2024	SO - Renovation of Crime Scene Lab	2	\$ 870,000								
JUSTICE CENTER					\$ 8,500,000	\$ -							
4048	1009-19-4048	2024	Design and Remodel at Basement for Future Vacated Space	1	\$ 8,500,000								
JUVENILE JUSTICE CENTER					\$ -	\$ -							
EXISTING PROJECTS / UNFUNDED COMPONENTS					\$ 14,092,000	\$ -							
445P		2024	County Buildings Fiber Optic Improvements		\$ 10,000,000								
P604		2024	CAD/RMS - Public Safety Upgrade		\$ 2,500,000								
P605		2024	Regional Park - Stadium Field (#6) Convert Grass to Turf		\$ 300,000								
P580		2024	Bob Phillips Remodel - New Occupancy by General Counsel and Risk		\$ 42,000								
P540		2024	Jail/Magistrate Court Remodel		\$ 750,000								
P519		2024	Smith Branch Flood Mitigation		\$ 500,000								

Notes: This is a continually growing document with estimated costs at time of request.

Reported as of September 21, 2023

TOTAL	31	\$ 128,250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
AVAILABLE FUNDS TO ALLOCATE		\$ 20,398,514.57	\$ 16,200,000.00	\$ 37,339.69	\$ 346,713.67	\$ 230,203.25	\$ 268,385.47	\$ 1,570,511.49	\$ 1,745,361.00				
REMAINING BALANCE		\$ 20,398,514.57	\$ 16,200,000.00	\$ 37,339.69	\$ 346,713.67	\$ 230,203.25	\$ 268,385.47	\$ 1,570,511.49	\$ 1,745,361.00				

Commissioners Court - Regular Session

35.

Meeting Date: 10/10/2023

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property: 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 SH 195 @ Ronald Reagan.
- 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 Ronald Reagan Widening.
- 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
- q) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- r) Discuss the acquisition of right of way for CR 314.
- s) Discuss acquisition of right of way for Corridor J.

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
- d) Discuss Blue Springs Blvd. property

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
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

10/05/2023 11:10 AM

Started On: 10/04/2023 03:22 PM

Commissioners Court - Regular Session

36.

Meeting Date: 10/10/2023

Economic Development

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087: Business prospect(s) that may locate or expand within Williamson County.

- a) Project World
- b) Project Mellencamp
- c) Project Corgi
- d) Project Anniversary
- e) Project Glee
- f) Project Skyfall
- g) Project Stamper
- h) Project Soul Train
- i) Project Dragon
- j) Project Scrabble

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/05/2023

Reviewed By

Becky Pruitt

Date

10/05/2023 11:12 AM

Started On: 10/04/2023 03:22 PM