

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
December 5, 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 – 39)

3. Discuss, consider and take appropriate action on a line item transfer for Commissioner Precinct Two.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0212-003100	Office Supplies	\$689.37
TO	0100-0212-003006	Office Equipment	\$689.37

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0552-003001	Small Equipment and Tools	500.00
To	0100-0552-003008	Law Enforcement Equipment	500.00
From	0100-0552-003002	Vehicle Equipment	500.00
To	0100-0552-003008	Law Enforcement Equipment	500.00

5. Discuss, consider and take appropriate action on a line-item transfer for the Treasurer's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0497.004219	Bank Charges	\$726.18
To	0100.0497.001914	Bilingual Stipend	\$489.23
To	0100.0497.002010	FICA	\$37.43
To	0100.0497.002020	Retirement	\$78.52
To	0100.0497.004100	Professional Services	\$121.00

6. Discuss, consider and take appropriate action on a line item transfer for the Elections Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0492.004100	Professional Services	\$10,000.00
To	0100.0492.004212	Postage	\$10,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003107	Medical Equipment < \$5,000	\$698.00
To	0100.0570.003006	Office Equipment < \$5,000	\$698.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004510	Facility Maint & Repair	\$6,420.00
To	0100.0509.005003	Equipment >\$5,000	\$6,420.00

9. Discuss, consider and take appropriate action on a line item transfer for the Department of Infrastructure.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0215.004350	Printed Materials & Binding	\$353.40
To	0100.0215.004414	Vehicle Insurance	\$353.40

10. Discuss, consider and take appropriate action on a line item transfer for On Site Sewage Facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0661.004100	Professional Services	\$262.11
From	0100.0661.004150	Surveying	\$262.10
To	0100.0661.004414	Vehicle Insurance	\$524.21

11. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes, and any corresponding line item transfers.
12. Discuss, consider and take appropriate action regarding acceptance of a donation in the amount of \$3000 from McCreary, Veselka, Bragg, & Allen, PC pursuant to Tex. Gov't Code 81.032.
13. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 11.01.23-11.21.23.
14. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 11.01.23-11.21.23.
15. Discuss, consider, and take appropriate action on authorizing the disposal of county capital assets through Transfer including one Motorola APX7500 Dual Band-Remote Mount Radio, pursuant to Texas Local Government Code 263.152.
16. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One 2018 Chevrolet Tahoe Vin #1019, pursuant to Texas Local Government Code 263.152.
17. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, October 2023 Monthly Report in compliance with Code of Criminal Procedure § 103.005.
18. Discuss, consider, and take appropriate action on ratifying the acceptance of the Special Victims Unit Felony Prosecutor Grant #4219103.
19. Discuss, consider and take appropriate action on approving the filing of the Williamson County Community Supervision and Corrections Department (Adult Probation) FY23 Statement of Financial Position pursuant to the Texas Local Government Code §140.004.
20. Discuss, consider and take appropriate action on approving Proposal #202437 between Williamson County and Skinny Cat Software, LLC for Element Learning Management System in the amount of \$21,899.00, pursuant to DIR cooperative contract #DIR-CPO-4463, and authorizing execution of the proposal.

21. Discuss, consider, and take appropriate action on approving Purchase #202485 between Williamson County and Dana Safety Supply, Inc. for the amount of \$91,756.52 pursuant to TIPS contract #210102.
22. Discuss, consider and take appropriate action on approving Purchase and Maintenance Agreement #202476 for LiveMUM with Wallmap Annual Software License in the amount of \$24,466.00, for one year and exempting Deccan International from competitive requirements per Texas Local Government Code §262.024(a)(7)(D) [captive replacement parts or components for equipment] and authorize the execution of the agreement.
23. Discuss, consider, and take appropriate action on approving Service Order #202483 between Williamson County and Astound Business Solutions, LLC., and authorizing the execution of the Service Order.
24. Discuss, consider, and take appropriate action on approving the Purchase #202484 between Williamson County and GTS Technology Services for CRADLEPOINT INC for a total amount of \$75,746.00 pursuant to DIR contract #DIR-CPO-4751.
25. Discuss, consider and take appropriate action on approving Renewal #202486 between Williamson County and Mobile Wireless LLC, in the amount of \$72,729.68, for NetMotion Support, per the terms of DIR Contract #DIR-CPO-4723.
26. Discuss, consider and take appropriate action on approving the Purchase Agreement #202428 for EASE50 Video Streaming Services from Granicus LLC in the amount of \$10,207.80 for one year, utilizing cooperative contract TIPS #220105, and authorize the execution of the agreement.
27. Discuss, consider, and take appropriate action on approving Professional Services Agreement #202488 between Williamson County and Tyler Technologies for development of an application programming interface (API) for a total amount of \$32,430.00, and exempting Tyler Technologies from competitive requirements per Texas Local Government Code §262.024(a)(7)(D)[captive replacement parts or components for equipment], and authorize the execution of this agreement.
28. Discuss, consider and take appropriate action on approving the Professional Services Agreement between Williamson County and Tyler Technologies Inc for adding improvements to the Enterprise Supervision in the amount of \$2,520.00 and authorizing the execution of the Professional Services Agreement.
29. Discuss, consider and take appropriate action on authorizing the extension of #202369 Digital Pet Tags for Williamson County Regional Animal Shelter, contract renewal option #1, for the same pricing, terms and conditions for the term of December 13, 2023 - December 12, 2024, with Pethub, Inc.
30. Discuss, consider and take appropriate action on the approval of Team Rubicon performing a fuels and fire mitigation project at Twin Springs Preserve on December 13 through 17, 2023.
31. Discuss, consider and take appropriate action on a change order from Chasco Constructors, Ltd., LLP for an increase of \$6,267.50. The new Contract Sum will be \$284,732.50. The Contract Time will be increased by thirty-one (31) days.

32. Discuss, consider, and take appropriate action on authorizing the Contract for Construction #202492 between Flooring Solutions, Inc. and Williamson County for the Jail North Flooring Replacement in the amount of \$56,742.00 pursuant to Sourcwell Contract # 080819-SII-2 and #080819-TFU and authorizing execution of the agreement.
33. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Engineering Services for Williamson County's 2023 Road Bond Program Projects, under RFSQ #24RFSQ11. The funding source is Road Bonds.
34. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between KC Engineering Inc. and Williamson County dated May 31, 2022 for Engineering Design Services for the CR 313 Reconstruction project. This supplemental is to increase the maximum amount payable to \$209,390.00. Funding source: P623.
35. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between Seiler Lankes Group and Williamson County dated October 11, 2022 for CR 255 and CR 289 Plans, Specifications and Estimates (PS&E). This supplemental is to extend the expiration date to August 30, 2024. Funding source: P546
36. Discuss, consider and take appropriate action on approving a license agreement with Brushy Creek Municipal Utility District – Precinct 3.
37. Discuss, consider and take appropriate action on ratifying and approving the preliminary plat for the Lowe Family subdivision – Precinct 4.
38. Discuss, consider and take appropriate action on approval of the replat of the Hutto 130, Lots 1A, 2A, and 3A subdivision – Precinct 4.
39. Discuss, consider and take appropriate action on approval of the preliminary plat for the Weir Tract subdivision – Precinct 4.

REGULAR AGENDA

40. Hear and discuss an update from Jarrell Independent School District Superintendent Dr. Toni Hicks.
41. Discuss, consider, and take appropriate action regarding the December 5, 2023, Wellness Updates.
42. Discuss, consider and take appropriate action on appointing Commissioner Terry Cook to the board for Opportunities for Williamson and Burnet Counties.
43. Discuss, consider and take appropriate action on appointing Donald Jirasek to ESD #10 board with the term to commence December 5, 2023, and continue until December, 31, 2025.

44. Discuss, consider and take appropriate action on reappointing Barry Cryer and Bill Lawson to ESD #5 board with the term to continue until December 31, 2025.
45. Discuss, consider, and take appropriate action on canceling Commissioners Court for Tuesday, January 2, 2024.
46. Hold a Public Hearing on the re-adoption of guidelines for Texas Tax Code Chapter 312 Tax Abatements and re-adoption of a Williamson County Tax Abatement Policy Resolution.
47. Discuss, consider and take appropriate action on a Williamson County Tax Abatement Policy Resolution relating to the re-adoption of guidelines for Texas Tax Code Chapter 312 Tax Abatements.
48. Discuss, consider, and take appropriate action on the Amendment to the Interlocal Agreement for the Establishment, Operation, and Maintenance of the Williamson County Radio Communications System.
49. Discuss, consider and take appropriate action on approving Purchase #202480 for upgrades to bodyworn cameras, licenses, and accessories from GTS Technology Solutions for the amount of \$102,953.02, pursuant to DIR contract #DIR-CPO-4697.
50. Discuss, consider and take appropriate action on approving Purchase #202481 for Forescout annual subscription/maintenance from FreeIT Data Solutions, Inc. in the amount of \$112,475.62, pursuant to DIR contract #DIR-TSO-4288.
51. Discuss, consider and take appropriate action on Phase II Lease Schedule of Managed Print Copier Services and Multifunction Devices (Copy/Print/Scan) through Sharp Electronics Corporation pursuant to contract RFP #22RFP85 for Managed Print and Copier Services previously awarded on 6/21/2022.
52. Discuss, consider, and take appropriate action on approving Purchase and Services Contract #202490 with Viking Fence Co, Ltd for the purchase and installation of a permanent fence, gates, and temporary fencing at the Central Texas Treatment Center for the amount of \$21,030.00 and authorizing the execution of the contract. Funding source is P565.
53. Discuss, consider, and take appropriate action on the Supplemental Agreement No. 1 for The Lawrence Group Architects of Austin, Inc.
54. Discuss, consider, and take appropriate action on approving purchase #202489, for three (3) Model Year 2024 GMC 1500 Sierra Trucks from Gunn Buick GMC, in the total amount of \$122,580.25, pursuant to Buyboard Contract #601-19.
55. Discuss, consider and take appropriate action on an Addendum to Interlocal Agreement with Aqua Utilities Inc., regarding reimbursement for inspection, permitting, construction, and other services related to the water line relocations associated with the County's roadway and drainage improvements of the South San Gabriel Ranches subdivision.

56. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of (\$410,375.49) for Project 22IFB110 Southwest Bypass Extension (Joe Bland Construction) P: 352 Funding Source: 2019 Road Bond.
57. Discuss, consider and take appropriate action on 2 purchase contracts with John Arthur Bigon Jr. and James Alan Bigon and independent co-executors of the Estates of John A. Bigon Sr. and Mary Bigon, deceased for 7.187 AC and 1.080 AC needed as right of way and 0.513 AC needed as an easement for the E. Wilco Highway Segment 3 project (Parcels 89 and 93). Funding Source: Road Bonds P332
58. Discuss, consider and take appropriate action on a purchase contract with Hugh W. Bierbower and Marie A. Hamilton for 0.279 AC needed as right of way on the CR 255 project (Parcel 48). Funding Source: TANS P588
59. Discuss, consider and take appropriate action on a Quitclaim Release of Roadway Easement for a portion of CR 178, a publicly dedicated, variable width right of way totaling 1.311 acres in the City of Cedar Park, Texas.

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)."

60. 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.
- t) Discuss the acquisition of real property for CR 258.
- u) Discuss the acquisition of real property for Southwestern Blvd.

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

61. 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

62. 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-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

4. 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
5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
6. 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
7. 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
8. 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
9. 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
10. 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
11. 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
12. 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
13. 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
14. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
15. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
16. 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
17. Civil Action No. 1:23-cv-01117-RP; Adam Mirelez #02413581 v. Llano County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
18. Civil Action No. 1:23-cv-01223-RP; Siddharth Kode v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
19. Cause No. 2SC-23-0402; Wanda Wolsch v. Johnson Development, et al.; In the Justice Court of Williamson County, Precinct Two

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:

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. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

- 63.** 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).

64. 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).
65. 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)

66. Discuss and take appropriate action concerning real estate.
67. Discuss and take appropriate action concerning economic development.
68. 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:**
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 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-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
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11. 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
12. 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
13. 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
14. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
15. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
16. 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
17. Civil Action No. 1:23-cv-01117-RP; Adam Mirelez #02413581 v. Llano County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
18. Civil Action No. 1:23-cv-01223-RP; Siddharth Kode v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
19. Cause No. 2SC-23-0402; Wanda Wolsch v. Johnson Development, et al.; In the Justice Court of Williamson County, Precinct Two

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:

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. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

69. 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.

70. Comments from Commissioners.

71. 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.

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 1st day of December 2023 at 1:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session

3.

Meeting Date: 12/05/2023

Line Item Transfer

Submitted For: Cynthia Long

Submitted By: Pierce Kathy, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Commissioner Precinct Two.

Background

This line item transfer is for two standing desk risers.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0212-003100	Office Supplies	\$689.37
TO	0100-0212-003006	Office Equipment	\$689.37

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Pierce Kathy

Final Approval Date: 11/30/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

11/29/2023 04:23 PM

11/30/2023 09:39 AM

Started On: 11/29/2023 03:42 PM

Commissioners Court - Regular Session

4.

Meeting Date: 12/05/2023

Line Item Transfer - Pct 2 Constable

Submitted For: Jeff Anderson

Submitted By: James Thomas, Constable Pct. #2

Department: Constable Pct. #2

Agenda Category: Consent

Information

Agenda Item

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

Background

Requesting approval of transfer of funds from line items 003001 - Small Equipment and Tools and 003002 - Vehicle Equipment to cover a funding shortfall in 003008 - Law Enforcement Equipment to purchase replacement Tasers approved in the FY 24 Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0552-003001	Small Equipment and Tools	500.00
To	0100-0552-003008	Law Enforcement Equipment	500.00
From	0100-0552-003002	Vehicle Equipment	500.00
To	0100-0552-003008	Law Enforcement Equipment	500.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: James Thomas

Final Approval Date: 11/30/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

11/29/2023 01:03 PM

11/30/2023 09:39 AM

Started On: 11/29/2023 11:25 AM

Commissioners Court - Regular Session

5.

Meeting Date: 12/05/2023

Line-item transfer

Submitted For: David Heselmeyer

Submitted By: Carole Callahan, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line-item transfer for the Treasurer's Office.

Background

This line item transfer is needed to cover stipend and testing fees for Position: *Treasurer Specialist.0721.001100*, EEID: 16437, Basic Bilingual Stipend (\$50/month), stipend effective date: 12/8/2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0497.004219	Bank Charges	\$726.18
To	0100.0497.001914	Bilingual Stipend	\$489.23
To	0100.0497.002010	FICA	\$37.43
To	0100.0497.002020	Retirement	\$78.52
To	0100.0497.004100	Professional Services	\$121.00

Attachments

Bilingual LIT

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Carole Callahan

Final Approval Date: 11/30/2023

Reviewed By

Becky Pruitt

Sarah Crain

Date

11/30/2023 11:07 AM

11/30/2023 11:12 AM

Started On: 11/29/2023 03:18 PM

entity	fund	dept	object	(TO) dr	(FROM) cr
01	0100	0497	001914	489.23	
01	0100	0497	002010	37.43	
01	0100	0497	002020	78.52	
01	0100	0497	004100	121.00	
01	0100	0497	004219		726.18

Effective Date	Pay Pds	Total	Needed
12/8/2023	21.2	\$ 600.00	\$ 489.23

Commissioners Court - Regular Session

6.

Meeting Date: 12/05/2023

Line-item transfer for the Elections Department.

Submitted For: Judith Ritchie

Submitted By: Judith Ritchie, Elections

Department: Elections

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Elections Department.

Background

We have a mass mail out of the new 2024 Voter Certificates. In order to not deplete our postage budget, we need the LIT for yearly permits and money for the postage machine if needed for the remainder of FY24.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0492.004100	Professional Services	\$10,000.00
To	0100.0492.004212	Postage	\$10,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Judith Ritchie

Final Approval Date: 11/30/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

11/30/2023 10:52 AM

11/30/2023 11:10 AM

Started On: 11/30/2023 10:12 AM

Commissioners Court - Regular Session

7.

Meeting Date: 12/05/2023

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason

Submitted By: ABIGAIL TAYLOR, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is being requested to cover the cost of a replacement freezer needed in Jail Medical to store ice as a medical need for the inmates per Jail Standards requirements.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003107	Medical Equipment < \$5,000	\$698.00
To	0100.0570.003006	Office Equipment < \$5,000	\$698.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: ABIGAIL TAYLOR

Final Approval Date: 11/30/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

11/21/2023 03:22 PM

11/30/2023 09:39 AM

Started On: 11/21/2023 09:02 AM

Commissioners Court - Regular Session

8.

Meeting Date: 12/05/2023

Line Item Transfer

Submitted For: Dale Butler

Submitted By: Gina Wrehsnig, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for the remainder of the FY for Equipment >\$5,000.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004510	Facility Maint & Repair	\$6,420.00
To	0100.0509.005003	Equipment >\$5,000	\$6,420.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Gina Wrehsnig

Final Approval Date: 11/30/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

11/28/2023 08:09 AM

11/30/2023 09:39 AM

Started On: 11/22/2023 11:16 AM

Commissioners Court - Regular Session

9.

Meeting Date: 12/05/2023

Line Item Transfer for the Department of Infrastructure

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Department of Infrastructure.

Background

This transfer is necessary in order to manage the auto insurance renewal.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0215.004350	Printed Materials & Binding	\$353.40
To	0100.0215.004414	Vehicle Insurance	\$353.40

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Vicky Edwards

Final Approval Date: 11/30/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

11/21/2023 03:21 PM

11/30/2023 09:39 AM

Started On: 11/20/2023 09:00 AM

Commissioners Court - Regular Session

10.

Meeting Date: 12/05/2023

Line Item Transfer for On Site Sewage Facilities

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to manage the auto insurance renewal.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0661.004100	Professional Services	\$262.11
From	0100.0661.004150	Surveying	\$262.10
To	0100.0661.004414	Vehicle Insurance	\$524.21

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Vicky Edwards

Final Approval Date: 11/30/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

11/21/2023 03:22 PM

11/30/2023 09:39 AM

Started On: 11/20/2023 09:35 AM

Commissioners Court - Regular Session

11.

Meeting Date: 12/05/2023

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 11/30/2023

Reviewed By

Laura Cervantes

Becky Pruitt

Date

11/30/2023 09:41 AM

11/30/2023 09:52 AM

Started On: 11/29/2023 05:11 PM

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
COMM COURT - GRANTS	CCG DA Felony Prosecutor II.1966.001100.	16492	\$116,000.04	\$4,639.96	4.00	\$120,640.00		MERIT	8-Dec-23
COMM COURT - GRANTS	CCGDA Felony Prosecutor III.1965.001100.	16670	\$130,000.00	\$5,200.00	4.00	\$135,200.00		MERIT	8-Dec-23
COMM COURT - GRANTS	CCG DA Felony Prosecutor II.1964.001100.	13501	\$106,582.32	\$4,263.22	4.00	\$110,845.54		MERIT	8-Dec-23
Justice of the Peace 4	Court Clerk II.1717.001100.	16427	\$44,141.70	\$2,207.09	5.00	\$46,348.79		MERIT	8-Dec-23
District Clerk	Deputy District Clerk.0754.001100.	16704	\$42,003.25	\$1,680.12	4.00	\$43,683.37		MERIT	8-Dec-23
Juvenile Services	Juv Supervision Offcr I.1124.001100.	16577	\$44,141.70	\$1,765.67	4.00	\$45,907.37		MERIT	8-Dec-23
Juvenile Services	Juv Supervision Offcr I.1115.001100.	16576	\$44,141.70	\$1,765.67	4.00	\$45,907.37		MERIT	8-Dec-23
Veteran Services	Administrative Specialist.1614.001100.	16678	\$38,828.07	\$1,553.12	4.00	\$40,381.18		MERIT	8-Dec-23
Facilities Management	Lead Gen Maintenance Tech.1858.001100.	15812	\$48,700.56	\$1,948.02	4.00	\$50,648.58		MERIT	8-Dec-23
Parks	Parks Maintenance Tech.2040.001100.	16682	\$34,768.26	\$1,390.73	4.00	\$36,158.99		MERIT	8-Dec-23

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0454	001100	2,207.09	
01	0100	0454	001130		2,207.09
01	0100	0450	001100	1,680.12	
01	0100	0450	001130		1,680.12
01	0100	0576	001100	3,531.34	
01	0100	0576	001130		3,531.34
01	0100	0405	001100	1,553.12	
01	0100	0405	001130		1,553.12
01	0100	0509	001100	1,948.02	
01	0100	0509	001130		1,948.02
01	0100	0510	001100	1,390.73	
01	0100	0510	001130		1,390.73
01	0882	0882	001130	2,893.54	
01	0882	0882	001100		2,893.54

Reverse duplicate LIT request PCN 0930

Reverse duplicate LIT request PCN 0930

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 Unified Road Systems	1503	11120	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title and Grade Change Only-from Foreman (B.27) to Senior Foreman (B.29)	12/8/2023
0576- Juvenile Services	1099	16099	\$57,902.62	\$57,902.62	\$64,834.85	\$59,444.53	\$5,390.32	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1099 to PCN 1024	12/8/2023
0576- Juvenile Services	1024	Vacant	N/A	N/A	\$50,593.92	\$55,984.24	N/A	\$5,390.32	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1099 to PCN 1024	12/8/2023
0542-Fire Marshal/Haz Mat	1812	16485	\$83,898.40	\$83,898.40	\$89,319.76	\$85,127.08	\$4,192.68	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1812 to PCN 2123	12/8/2023

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0542-Fire Marshal/Haz Mat	2123	Vacant	N/A	N/A	\$64,721.07	\$68,913.75	N/A	\$4,192.68	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1812 to PCN 2123	12/8/2023
0210 Unified Road Systems	1591	16802	\$43,000.01	\$43,000.01	\$43,915.70	\$43,006.90	\$908.80	N/A	Reallocation of position budget to facilitate external hire as allowed by policy . Surplus salary from PCNs 1591 and 1882 to PCN 1995	12/8/2023
0210 Unified Road Systems	1882	Vacant	N/A	N/A	\$43,460.16	\$43,368.96	\$91.20	N/A	Reallocation of position budget to facilitate external hire as allowed by policy . Surplus salary from PCNs 1591 and 1882 to PCN 1995	12/8/2023
0210 Unified Road Systems	1995	Vacant	N/A	N/A	\$42,000.00	\$43,000.00	N/A	\$1,000.00	Reallocation of position budget to facilitate external hire as allowed by policy . Surplus salary from PCNs 1591 and 1882 to PCN 1995	12/8/2023

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 Unified Road Systems	1560	16302	\$46,200.00	\$46,200.00	\$47,999.99	\$46,999.99	\$1,000.00	N/A	Reallocation of position budget facilitate external hire as allowed by policy. Surplus salary from PCN 1560 to PCN 1673	12/8/2023
0210 Unified Road Systems	1673	Vacant	N/A	N/A	\$42,000.00	\$43,000.00	N/A	\$1,000.00	Reallocation of position budget facilitate external hire as allowed by policy. Surplus salary from PCN 1560 to PCN 1673	12/8/2023
0210 Unified Road Systems	1622	Vacant	N/A	N/A	\$68,075.70	\$62,379.53	\$5,696.17	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1622 and 1586 to PCN 2133	12/8/2023
0210 Unified Road	1586	16570	\$48,214.42	\$48,214.42	\$51,459.21	\$50,281.01	\$1,178.20	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1622 and 1586 to PCN 2133	12/8/2023
0210 Unified Road Systems	2133	Vacant	N/A	N/A	\$106,061.85	\$112,936.22	N/A	\$6,874.37	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1622 and 1586 to PCN 2133	12/8/2023

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0882 Fleet Services	0922	Vacant	N/A	N/A	\$55,978.69	\$55,913.26	\$65.43	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0922 to PCN 0923	12/8/2023
0882 Fleet Services	0923	Vacant	N/A	N/A	\$53,719.16	\$53,784.59	N/A	\$65.43	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0922 to PCN 0923	12/8/2023
475-County Attorney	0042	16535	\$102,325.08	\$102,325.08	\$103,112.04	\$102,626.31	\$485.73	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0042 to PCN 1971	12/8/2023
475-County Attorney	1971	Vacant	N/A	N/A	\$48,214.83	\$48,700.56	N/A	\$485.73	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0042 to PCN 1971	12/8/2023

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session

12.

Meeting Date: 12/05/2023

Acceptance of Donation

Submitted For: Evelyn McLean

Submitted By: Cherie Vasquez, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding acceptance of a donation in the amount of \$3000 from McCreary, Veselka, Bragg, & Allen, PC pursuant to Tex. Gov't Code 81.032.

Background

Funds will be used to assist in the training and development of our JP3 Teen Court Program, which includes, but is not limited to, the following: Incentives and rewards for participants who successfully complete Teen Court, incentives and rewards for volunteers who participate in Teen Court, scholarships for volunteers with Teen Court, sponsored functions and activities for the Teen Court participants to include training and ceremonies/banquets before, during and after the Teen Court school calendar year. Funds will also be used for travel and training related costs for Teen Court team members and any other related expenses to support the Teen Court program not specifically covered.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Cherie Vasquez
Final Approval Date: 11/28/2023

Reviewed By

Becky Pruitt

Date

11/28/2023 08:10 AM
Started On: 11/22/2023 12:36 PM

Commissioners Court - Regular Session

13.

Meeting Date: 12/05/2023

Assets for Auction Monthly Report 12.05.23

Submitted For: Joy Simonton

Submitted By: Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 11.01.23-11.21.23.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

November Auction Assets Report

Form Review

Inbox

Purchasing (Originator)
 County Judge Exec Asst.
 Form Started By: Misty Brooks
 Final Approval Date: 11/29/2023

Reviewed By

Joy Simonton
 Becky Pruitt

Date

11/29/2023 01:48 PM
 11/29/2023 04:08 PM
 Started On: 11/16/2023 09:05 AM

"November 2023	Monthly Report	Court Date:	12.05.23
Williamson County - Assets for Auction		Agenda #:	33105
Item	Serial Number	Quantity	Department
U Shaped Executive Desk with Hutch			1 County Court at Law 2
Desk return			1 Emergency Medical Services
Sanyo TV	B0190244923003		1 Emergency Medical Services
Battery Backup, APC 120V	BN1080G/3B1512X33899		1 Health District
Swivel rolling chairs, blue and purple			2 Health District
metal file cabinet doublewide-can be shelves, no doors			2 Health District
8-foot tall wooden cabinets with 3 doors			2 Health District
4 drawer wood laminate desk			3 Health District
2-drawer wooden laminate desk			1 Health District
5-shelf wood laminate bookshelves			2 Health District
12-foot long conference table			1 Health District
metal file cabinets tall 4-drawer			5 Health District
Table wooden			1 Health District
cubicle panels			3 Health District
Vari-desk.com Deskyp Standing Desk Converter			1 Human Resources
48" Wooden Bookcase with 4 shelves			1 Human Resources
L shaped Wooden Desk with 4 drawers			1 Human Resources
Wooden Desktop Hutch			1 Human Resources
Apple iPad A1475	DMPNX10ZF4YF		1 Information Systems
Apple iPad A1475	DMPNX3JMF4YF		1 Information Systems
Apple iPad A1475	DMPNW36GF4YF		1 Information Systems
Apple iPad A1475	DMPNX0ZZF4YF		1 Information Systems
Apple iPad A1822	GCKVFL3WHLF9		1 Information Systems
Apple iPad A1475	DMPNWUAF4YF		1 Information Systems
Apple iPad A1475	DMPNX1RPF4YF		1 Information Systems
Apple iPad A1475	DMPNW9TLF4YF		1 Information Systems
Dell Precision	7s5pic2		1 Information Systems
Dell Latitude 5511	29WWR73		1 Information Systems
Dell Latitude 5580	268njm2		1 Information Systems
Dell Latitude 5501	b4wpxy2		1 Information Systems
Dell Latitude 5501	8tpl9y2		1 Information Systems
Panasonic Toughbook CF-VEK33	7LTUA11898		1 Information Systems
Panasonic Toughbook CF-VEK33	8LTSA49886		1 Information Systems
Panasonic Toughbook CF-VEK33	8J TSA38980		1 Information Systems
Panasonic Toughbook CF-VEK33	7LTSA11085		1 Information Systems
Panasonic Toughbook CF-VEK33	0FTSA16448		1 Information Systems
Microsoft Surface Pro	25527750753		1 Information Systems
Panasonic Toughbook	7KTTA13464		1 Information Systems
Panasonic Toughbook CF-20	7JKKA54327		1 Information Systems
Panasonic KV-52087 Scanner	G7983LD1120		1 Information Systems
Boxes of Misc. Office Supplies			4 Justice of the Peace 2
Computer Monitor	6CNBPG2		1 Justice of the Peace 2
Microsoft SurfacePro			1 Justice of the Peace 2
Canon Scanner DR3080C	DF331957		1 Justice of the Peace 2
Rolling, mobile, standup desk/workstation			1 Justice of the Peace 4
Wood easel A-frame and white board			1 Justice of the Peace 4
Rolling organizer with 7 mesh baskets			2 Justice of the Peace 4
HP KQ17A Printer	CNBCK66268		1 Justice of the Peace 4
Computer monitors			8 Sheriff Office
OptiPlex 7020 Desktop	366PB42		1 Sheriff Office
OptiPlex 7010 Desktop	9DX1M02		1 Sheriff Office
OptiPlex 7060 Desktop	C6YFHV2		1 Sheriff Office
OptiPlex 7040 Desktop	3R6KGB2		1 Sheriff Office
OptiPlex 7070 Desktop	8FW9333		1 Sheriff Office
Computer monitors			2 Sheriff Office
OptiPlex 7040 Desktop	5KN5382		1 Sheriff Office
Olympus foot switch			1 Sheriff Office
Keyboard/mouse			3 Sheriff Office
Lucent telephone			1 Sheriff Office
Dell Wyse Processor			2 Sheriff Office
Grey Storage Cabinet 72x36x18			1 Sheriff Office

Asset Status Change

Title:	i:0#.f membership kkracht@wilco.org - 31-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	U Shaped Executive Desk w-Hutch
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	County Court at Law 2
Transferring Dept. Contact Person	Kevin Kracht
Transferring Dept. Contact Ph#:	943-1410
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kevin Kracht 10/31/2023 3:10 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/5/2023
Agenda Item:	33105
Asset(s) delivered to warehouse on:	11/9/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#f membership jessica.toothman@wilco.org - 01-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Desk return
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Sanyo TV
2. Manufacturer ID #:	B0190244923003
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Jessica Toothman
Transferring Dept. Contact Ph#:	5129431283
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jessica Toothman 11/1/2023 2:07 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/5/2023
Agenda Item:	33105
Asset(s) delivered to warehouse on:	11/2/2023
Delivered to warehouse by:	Brian Kammerer



Asset Status Change

Asset Status Change

Title:	i:0#.f membership lori.murphy@wilco.org - 01-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2-drawer wooden laminate desk
1. Manufacturer ID #:	none
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory):::	2
2. Description:	5-shelf wooden laminate bookshelves
2. Manufacturer ID #:	none & Williamson County Health District 002278
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	12-foot long conference table
3. Manufacturer ID #:	none
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Lori Murphy
Transferring Dept. Contact Ph#:	512-248-3281
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 11/2/2023 7:23 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/5/2023
Agenda Item:	33105

Asset Status Change

Asset Status Change

Title:	i:0#.f membership lori.murphy@wilco.org - 01-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Battery Backup, APC 120V
1. Manufacturer ID #:	BN1080G/3B1512X33899
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory):::	2
2. Description:	Swivel rolling chairs, blue & purple
2. Manufacturer ID #:	none
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	metal file cabinet doublewide - can be shelves, no doors
3. Manufacturer ID #:	Williamson County Health District numbers 001373 & 001374
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	2
4. Description:	8-foot tall wooden cabinets with 3 doors
4. Manufacturer ID #:	none
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	3
5. Description	4 drawer wood laminate desk
5. Manufacturer ID #	none
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Lori Murphy
Transferring Dept. Contact Ph#:	512-417-7589
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	 Michelle Broddrick 11/2/2023 7:22 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/5/2023
Agenda Item:	33105
Asset(s) delivered to warehouse on:	11/2/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership lori.murphy@wilco.org - 02-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Manufacturer ID #:	none
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	5
2. Description:	metal file cabinets tall 4-drawer
2. Manufacturer ID #:	none
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Table wooden
3. Manufacturer ID #:	none
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	3
4. Description:	cubicle panels
4. Manufacturer ID #:	none
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Non-Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Lori Murphy
Transferring Dept. Contact Ph#:	512-248-3281
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 11/2/2023 9:31 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/5/2023
Agenda Item:	33105
Asset(s) delivered to warehouse on:	11/16/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership evelyn.petrere@wilco.org - 27-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Vari-desk.com Desktop Standing Desk Converter
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	48" Wooden Bookcase with 4 shelves
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	L shaped Wooden Desk with 4 drawers
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Wooden Desktop Hutch
4. Condition of Assets:	Working
Transferring Dept.:	Human Resources
Transferring Dept. Contact Person	Evelyn Petrere
Transferring Dept. Contact Ph#:	512-943-1525
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Rebecca Clemons 10/27/2023 11:25 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/5/2023
Agenda Item:	33105
Asset(s) delivered to warehouse on:	10/30/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change




Asset Status Change

Title:	i:0#.f membership sarina.gonzalez@wilco.org - 27-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	8
1. Description:	Apple iPads
1. Manufacturer ID #:	See attached list
1. Oracle Asset #:	115322, 115336, 115302, 115319, 115328, 115304
1. Condition of Assets:	Unknown
2. Quantity (Mandatory):::	5
2. Description:	Dell Laptops
2. Manufacturer ID #:	see attached list
2. Oracle Asset #:	168566, 251662, 206856, 233226, 233227
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	7
3. Description:	Panasonic Toughbook
3. Manufacturer ID #:	see attached list
3. Oracle Asset #:	206873, 206759
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Microsoft Surface Pro Wilco #4349
4. Manufacturer ID #:	025527750753
4. Oracle Asset #:	163559
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Panasonic KV-52087 Scanner
5. Manufacturer ID #	G7983LD1120
5. Condition of Assets	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 10/27/2023 3:50 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Purchasing Final Determination	Auction
Court Date:	12/5/2023
Agenda Item:	33105
Asset(s) delivered to warehouse on:	10/31/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership sfriedman@wilco.org - 01-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Boxes of Misc. Office Supplies
1. Manufacturer ID #:	None
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Computer Monitor
3. Manufacturer ID #:	6CNBPG2
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Microsoft SurfacePro
4. Manufacturer ID #:	No Number
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Canon Scanner DR3080C
5. Manufacturer ID #	DF331957
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Non-Working
Transferring Dept.:	Justice of the Peace 2
Transferring Dept. Contact Person	Sheri Friedman
Transferring Dept. Contact Ph#:	512-260-4253
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	 Melissa East 11/3/2023 3:39 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	12/5/2023
Agenda Item:	33105

Asset Status Change

Asset Status Change

Title:	i:0#.f membership rhonda.redden@wilco.org - 20-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	rolling, mobile, standup desk/workstation
1. Manufacturer ID #:	unknown
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory):::	1
2. Description:	wood easel A-frame and white board
2. Manufacturer ID #:	unknown
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	rolling organizer w/7 mesh baskets
3. Manufacturer ID #:	unknown
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
Transferring Dept.:	Justice of the Peace 4
Transferring Dept. Contact Person	Rhonda Redden
Transferring Dept. Contact Ph#:	512-352-4157
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Rhonda Redden 10/20/2023 4:20 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/5/2023
Agenda Item:	33105
Asset(s) delivered to warehouse on:	10/24/2023
Delivered to warehouse by:	Brian Kammerer


Asset Status Change

Asset Status Change

Title:	i:0#.f membership sarina.gonzalez@wilco.org - 31-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP K0Q17A Printer Wilco #4923
1. Manufacturer ID #:	CNBCK66268
1. Oracle Asset #:	187672
1. Condition of Assets:	Unknown
Transferring Dept.:	Justice of the Peace 4
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Veronica Bolander 10/31/2023 5:26 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/5/2023
Agenda Item:	33105
Asset(s) delivered to warehouse on:	11/2/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership starlahall@wilco.org - 20-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	OptiPlex 7020 Desktop
1. Manufacturer ID #:	366PB42
1. Oracle Asset #:	119321
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	OptiPlex 7010 Desktop
2. Manufacturer ID #:	9DX1M02
2. Oracle Asset #:	82239
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	OptiPlex 7060 Desktop
3. Manufacturer ID #:	C6YFHV2
3. Oracle Asset #:	219030
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	OptiPlex 7040 Desktop
4. Manufacturer ID #:	3R6KGB2
4. Oracle Asset #:	156336
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	OptiPlex 7070 Desktop
5. Manufacturer ID #	8FW9333
5. Oracle Asset #	239412
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	 Pat Erickson 10/23/2023 3:04 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/5/2023
Agenda Item:	33105
Asset(s) delivered to warehouse on:	10/24/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership starlahall@wilco.org - 20-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	8
1. Description:	Computer monitors
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 10/23/2023 3:04 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/5/2023
Agenda Item:	33105
Asset(s) delivered to warehouse on:	10/24/2023
Delivered to warehouse by:	Brian Kammerer




Asset Status Change

Asset Status Change

Title:	i:0#f membership starlahall@wilco.org - 24-10-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dell Wyse Processor
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 10/24/2023 4:14 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/5/2023
Agenda Item:	33105
Asset(s) delivered to warehouse on:	10/25/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.#f membership starlahall@wilco.org - 24-10-2023
Disposal Method:	SALE to other entity
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Computer monitors
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	OptiPlex 7040 Desktop
2. Manufacturer ID #:	5KN5382
2. Oracle Asset #:	149343
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Olympus foot switch
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	3
4. Description:	Keyboard/Mouse
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Lucent telephone
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Starla Hall
Transferring Dept. Contact Ph#:	512-943-5270
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	 Pat Erickson 10/24/2023 4:13 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	12/5/2023
Agenda Item:	33105

Asset(s) delivered to warehouse on:	10/25/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f membership mjohnson@wilco.org - 02-11-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Grey Storage Cabinet -- 72 x 36 x 18
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 11/2/2023 10:41 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/5/2023
Agenda Item:	33105
Asset(s) delivered to warehouse on:	11/2/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Commissioners Court - Regular Session

14.

Meeting Date: 12/05/2023

Assets for Destruction Monthly Report 12.05.23

Submitted For: Joy Simonton

Submitted By: Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 11.01.23-11.21.23.

Background

Please see the attached list for details.

Fiscal Impact

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

Attachments

November Destruction Assets Report

Form Review

Inbox

Purchasing (Originator)
 County Judge Exec Asst.
 Form Started By: Misty Brooks
 Final Approval Date: 11/29/2023

Reviewed By

Joy Simonton
 Becky Pruitt

Date

11/29/2023 01:49 PM
 11/29/2023 04:09 PM
 Started On: 11/16/2023 09:05 AM

"November 2023	Monthly Report	Court Date:	12.05.23
Williamson County - Assets for Destruction		Agenda #:	33106
Item	Serial Number	Quantity	Department
Recliner		1	Emergency Medical Services
Mattress		1	Emergency Medical Services
Office chair		1	Emergency Medical Services
Vacuum cleaner		1	Emergency Medical Services
Office Chair		1	Juvenile Services

Asset Status Change

Title:	i:0#.f membership jessica.toothman@wilco.org - 01-11-2023
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Recliner
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Mattress
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Office chair
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Vaccuum cleaner
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Non-Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Jessica Toothman
Transferring Dept. Contact Ph#:	5129431283
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jessica Toothman 11/1/2023 2:04 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	12/5/2023
Agenda Item:	33106

Asset Status Change

Asset Status Change

Title:	i:0#f membership kendra.spears@wilco.org - 24-10-2023
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	1 Office Chair
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Kendra Spears
Transferring Dept. Contact Ph#:	kendra.spears@wilco.
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Denise Carlson 10/24/2023 10:42 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	12/5/2023
Agenda Item:	33106

Asset Status Change

Commissioners Court - Regular Session

15.

Meeting Date: 12/05/2023

Approval of Capital Asset Transfer from Mobile Outreach Team to Sheriff's Office

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 county capital assets through Transfer including one Motorola APX7500 Dual Band-Remote Mount Radio, pursuant to Texas Local Government Code 263.152.

Background

Please see the attached list for details.

Fiscal Impact

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

Attachments

Capital Asset Transfer MOT to SO

Form Review

Inbox

Purchasing (Originator)
 County Judge Exec Asst.
 Form Started By: Misty Brooks
 Final Approval Date: 11/29/2023

Reviewed By

Joy Simonton
 Becky Pruitt

Date

11/29/2023 01:50 PM
 11/29/2023 04:09 PM
 Started On: 11/16/2023 10:05 AM

Asset Status Change

Title:	i:0#f membership vjohnson@wilco.org - 27-10-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Capital Asset (greater than \$5000)
1. Quantity (Mandatory):	1
1. Description:	Motorola APX7500 Dual Band - Remote Mount
1. Manufacturer ID #:	656CSV1519 Tag: MB1250
1. Oracle Asset #:	197042
1. Condition of Assets:	Working
Transferring Dept.:	Mobile Outreach
Transferring Dept. Contact Person	Virginia Johnson
Transferring Dept. Contact Ph#:	512.943.1316
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Virginia Johnson 10/27/2023 4:41 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Sheriff's Office
Receiving Department Contact Person:	Pat Erickson
Receiving Dept. Contact Ph#:	512.943.1316
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Pat Erickson
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Pat Erickson 10/30/2023 9:32 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	12/5/2023
Agenda Item:	33109

Asset Status Change

Commissioners Court - Regular Session

16.

Meeting Date: 12/05/2023

Assets for Auction

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 various county vehicles(s) and equipment assets through Auction including One 2018 Chevrolet Tahoe Vin #1019, pursuant to Texas Local Government Code 263.152.

Background

Please see the attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Vehicle Auction 2018 Tahoe

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 11/29/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

11/29/2023 01:51 PM

11/29/2023 04:10 PM

Started On: 11/17/2023 08:17 AM

County VIN/Serial Number	1GNLCDEC9JR181019
Make	2018
License Plate	137 0327
Year	2018
Model	Tahoe
Reason for Status Change	ACCIDENT
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Patrick Youngren
Equipment Unit Number	1B1812
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	Total loss per independent estimate.
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	12/5/2023
VSC Review	
Department	551- Constable Pct 1
Receiving Department	
Short VIN	1019
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	N/A
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	Confirmed
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Patrick Youngren 4/19/2023 6:52 PM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 4/27/2023 11:10 AM
Authorizing Risk Employee Signature	✔ Malea Schmitt 11/16/2023 4:38 PM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 11/17/2023 7:45 AM
Purchasing Department Signature	✔ Misty Brooks 11/17/2023 8:15 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	18
Version	11.0
Attachments	True
Created	4/19/2023 6:52 PM
Created By	Patrick Youngren
Modified	11/17/2023 8:15 AM
Modified By	Misty Brooks

Commissioners Court - Regular Session

17.

Meeting Date: 12/05/2023

Justice of the Peace 3 OCTOBER 2023 Monthly Report

Submitted For: Evelyn McLean

Submitted By: Mary Alcala, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, October 2023 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

October 2023 CCP 103

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Mary Alcala

Final Approval Date: 11/21/2023

Reviewed By

Becky Pruitt

Date

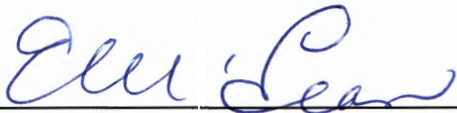
11/21/2023 03:20 PM

Started On: 11/20/2023 08:40 AM

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

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

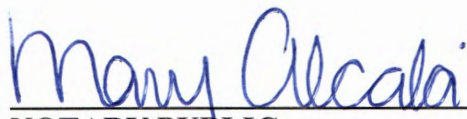
Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of October 2023.



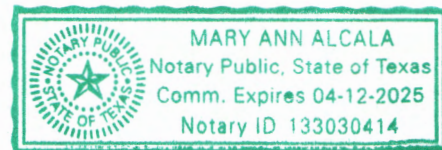
**EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE**



On this 13th day of November 2023, to certify which witness my hand and seal of office.



**NOTARY PUBLIC
in and for the State of Texas**



Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2023 - 10/31/2023 Case Categories: Civil
 Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	143.50
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	8,560.00
01-0100-0000-361200 - INTEREST, BANK DEPOSITS	L-004-3-01-0100-0000-361200: 01-0100-0000-361200 - Interest, Bank Deposit	0.01
0100 - General Fund Total:		8,703.51
Fee Totals for All Funds:		8,703.51

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2023 - 10/31/2023 Case Categories: Civil
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CCOP	Civil Copies	25.25	8	0.00	0	0.00	0	25.25	8
CERT	Certified Copy	21.25	5	0.00	0	0.00	0	21.25	5
CONT3	Constable Service Fee Pct #3	6,160.00	57	0.00	0	0.00	0	6,160.00	57
IN	Interest	0.01	1	0.00	0	0.00	0	0.01	1
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
TRANS	Transcript	10.00	1	0.00	0	0.00	0	10.00	1
WPOSS	Writ of Possession	65.00	13	0.00	0	0.00	0	65.00	13
WSF3	Constable #3 - Writ Service Fee	2,400.00	12	0.00	0	0.00	0	2,400.00	12
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		8,703.51	98	0.00	0	0.00	0	8,703.51	98

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2023 - 10/31/2023 Case Categories: Criminal
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	6,230.31
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	964.63
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	113.56
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	10,525.22
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-3-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	5.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,109.20
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	64,721.67
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	0.40
0100 - General Fund Total:		83,669.99
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	174.09
0361 - JP Security Fund Total:		174.09
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	25.00
0365 - Child Safety Fund Total:		25.00
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	212.69
0367 - JP-3 Truancy Program Fund Total:		212.69
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	174.15
0372 - Justice Court Technology Fund Total:		174.15

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2023 - 10/31/2023 Case Categories: Criminal
 Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	76.72
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	1,661.30
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	166.11
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	249.17
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	325.88
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	2.30
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	300.57
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	83.08
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	63.00
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	405.46
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,113.99
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	25.04
0399 - State Agency Fund Total:		4,472.62
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	600.00
JP BOND Total:		600.00
Fee Totals for All Funds:		89,328.54

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2023 - 10/31/2023 Case Categories: Criminal
 Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFDPS	Arrest Fee - DPS (CCP 102.011)	135.05	43	0.00	0	0.00	0	135.05	43
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	82.64	25	0.00	0	0.00	0	82.64	25
CB	Cash Bond	600.00	2	0.00	0	0.00	0	600.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,661.30	66	0.00	0	0.00	0	1,661.30	66
CFINE	County Fine	64,721.67	559	0.00	0	0.00	0	64,721.67	559
CHS	Courthouse Security Fee (CCP 102.017)	130.59	68	0.00	0	0.00	0	130.59	68
CHSJC	JP Security Fee (CCP 102.017)	43.50	66	0.00	0	0.00	0	43.50	66
COLLFEE	Collection Agency Fee	6,230.31	118	0.00	0	0.00	0	6,230.31	118
COPIES	Certified Copies	14.75	3	0.00	0	0.00	0	14.75	3
CSSF	Child Safety School Fee (CCP 102.014(c))	25.00	1	0.00	0	0.00	0	25.00	1
DDF	Deferred Disposition Fee	10,452.50	85	0.00	0	0.00	0	10,452.50	85
FNTC1	Child Safety Seat Fine Trauma Center	63.00	2	0.00	0	0.00	0	63.00	2
IDF	Indigent Defense Fee (LGC 133.107)	83.08	66	0.00	0	0.00	0	83.08	66
JCTF	Justice Court Technology Fee (CCP 102.0173)	174.15	68	0.00	0	0.00	0	174.15	68
JF	Jury Fee	3.00	1	0.00	0	0.00	0	3.00	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	166.11	66	0.00	0	0.00	0	166.11	66
JTP	Juvenile Truancy Program (CCP 102.0174)	212.69	67	0.00	0	0.00	0	212.69	67
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	38.36	60	0.00	0	0.00	0	38.36	60
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	38.36	60	0.00	0	0.00	0	38.36	60
JUSFC	Judicial Support Fund - County (LGC 133.105)	24.95	64	0.00	0	0.00	0	24.95	64
JUSFS	Judicial Support Fund - State (LGC 133.105)	224.22	66	0.00	0	0.00	0	224.22	66
LT10	Overpayments < \$10	0.40	1	0.00	0	0.00	0	0.40	1
MVF	Moving Violation Fee (CCP 102.022)	2.30	36	0.00	0	0.00	0	2.30	36
OMNI	OMNI Fee	81.03	24	0.00	0	0.00	0	81.03	24
OMNIC	OMNI Fee - County	54.08	24	0.00	0	0.00	0	54.08	24
OMNIS	OMNI Fee - State	270.35	24	0.00	0	0.00	0	270.35	24
SFC2	Service/Arrest Fee - Const. 2	5.00	1	0.00	0	0.00	0	5.00	1
SFC3	Service/Arrest Fee - Const. 3	92.91	15	0.00	0	0.00	0	92.91	15
SFMCWV	State Fine - Motor Carrier Weight Violation	1,113.99	9	0.00	0	0.00	0	1,113.99	9
SFOC	Service Fee - Out of County	21.91	4	0.00	0	0.00	0	21.91	4

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2023 - 10/31/2023 Case Categories: Criminal
 Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
STF	State Traffic Fee (TC 542.4031)	300.57	22	0.00	0	0.00	0	300.57	22
TPC	Time Payment Fee - County	12.50	1	0.00	0	0.00	0	12.50	1
TPS	Time Payment Fee - State	12.54	2	0.00	0	0.00	0	12.54	2
TPWF	Texas P&W Fine	964.63	15	0.00	0	0.00	0	964.63	15
UFA	Uniform Traffic Act (TC 542.403)	33.06	23	0.00	0	0.00	0	33.06	23
WARC3	Warrant Fee - Constable Pct. 3	1,016.29	29	0.00	0	0.00	0	1,016.29	29
WCSSO	Williamson County Sheriff	30.92	2	0.00	0	0.00	0	30.92	2
WFDPS	Warrant Fee - DPS	190.83	4	0.00	0	0.00	0	190.83	4
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		89,328.54	1,792	0.00	0	0.00	0	89,328.54	1,792

Commissioners Court - Regular Session

18.

Meeting Date: 12/05/2023

Ratification of VAWA Grant Acceptance

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on ratifying the acceptance of the Special Victims Unit Felony Prosecutor Grant #4219103.

Background

In 2021, the District Attorney, with approval of the Commissioners Court by Resolution, first applied for a grant to establish and partially fund a position to prosecute felony adult sexual assault cases. See January 26, 2021 Agenda, Item 18. The District Attorney received the grant and the Adult Sexual Assault Prosecutor position (PCN2003.001100) was established. The District Attorney received additional funds in the budget to fully fund the position.

In 2022, the District Attorney, with approval of the Commissioners Court by Resolution, again applied for the grant to partially fund the Adult Sexual Assault Prosecutor position for FY2023. See February 8, 2022 Agenda, Item 19. The District Attorney received the grant for FY2023 and additional funds in the budget to fully fund the position

In 2023, the District Attorney, with approval of the Commissioners Court by Resolution, applied for the grant to partially fund the Adult Sexual Assault Prosecutor for FY2024. See February 14, 2023 Agenda, Item 34 and attached Resolution. On October 30, 2023, the District Attorney was notified that the grant amount of \$111,290.90 was awarded for FY2024, the final year of eligibility. See attached Award Notice. Note that the grant award exceeds the original funding recommendation of \$57,401.61. See attached PY 2024 Criminal Justice Funding Recommendations – VAWA.

The County Judge accepted the grant, in accordance with the Resolution, on or before the November 13, 2023 deadline. On November 21, 2023, the Commissioner’s Court took action to accept the grant and convert the Felony Prosecutor II grant position to a general fund position at the end of the grant term. See November 21, 2023 Agenda, Item 49.

The County Auditor recommended that the Commissioner’s Court take this action to ratify the County Judge’s acceptance of the grant.

Attachments:

Grant Resolution for FY2024

Award Notice

PY 2024 Criminal Justice Funding Recommendations – VAWA

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Grant Resolution for FY2024

Award Notice

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Grace Frias

Final Approval Date: 11/30/2023

Reviewed By

Becky Pruitt

Date

11/30/2023 09:55 AM

Started On: 11/30/2023 09:22 AM

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

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

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

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

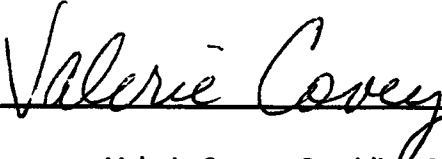
WHEREAS, the Commissioners Court finds it in the best interest of the citizens of Williamson County that the Special Victims Unit Felony Prosecutor Project be operated for Fiscal Year 2023/2024; and

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

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

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

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



Valerie Covey - Presiding Officer
Passed and Approved on February 14, 2023
Grant Number: 4219103

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4219103	Award Amount:	\$111,290.90
Date Awarded:	10/30/2023	Grantee Cash Match:	\$53,100.00
Grant Period:	09/01/2023 - 08/31/2024	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2024	Grantee GPI:	\$0.00
Program Fund:	WF-Violence Against Women Formula Grants	Total Project Cost:	\$164,390.90
Grantee Name:	Williamson County		
Project Title:	Special Victims Unit Felony Prosecutor		
Grant Manager:	LaDonna McCray		
Unique Entity Identifier (UEI):	C4BDCBLYNND6		

CFDA:	16.588 - Violence Against Women Formula Grants
Federal Awarding Agency:	U.S. Department of Justice, Office on Violence Against Women
Federal Award Date:	9/13/2023
Federal/State Award ID Number:	15JOVW-23-GG-00603-MUMU
Total Federal Award/State Funds Appropriated:	\$13,951,300.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)

Is the Award R&D: No

Federal/State

Award Description:

The STOP Program continues to encourage the development and implementation of effective, victim centered law enforcement, prosecution, and court strategies to address violent crimes against women and the development and enhancement of victim services in cases involving violent crimes against women. It envisions a partnership among law enforcement, prosecution, courts, and victim services organizations to enhance victim safety and hold offenders accountable for their crimes against women.

VAWA Grant Requests for Plan Year 2024

REGIONAL BUDGET ESTIMATE: \$292,142.54

	<u>Rank</u>	<u>Applicant</u>	<u>Grant #</u>	<u>\$ Requested</u>	<u>Score</u>	<u>Recommended Funding</u>	<u>Footnotes</u>
Recommend Funding and Within RBE	1	Burnet County	4772901	\$57,054.00	83.09	\$57,054.00	
	2	Williamson County	4219103	\$123,900.00	82.55	\$57,401.61	2
	3	City of Austin	3599506	\$107,313.00	81.00	\$107,313.00	
Recommend Funding if Available After RBE	4	SAHELI dba Asian Family Support Services of Austin	4233903	\$283,670.69	79.09	\$283,670.69	
	5	City of Cedar Park	4863301	\$14,322.00	78.00	\$14,322.00	
	6	Highland Lakes Family Crisis Center	4277403	\$100,856.84	77.91	\$100,856.84	
Do Not Recommend Funding	7	Brave Alliance Mission	4745001	\$181,791.50	0.00	\$0.00	1

¹ Did not attend mandatory grant-writing workshop

² Williamson County will be getting a funding recommendation based on 60% of the first year (\$95,669.35) request, per CAPCOG policy on 3rd year local government applicants.

Commissioners Court - Regular Session

19.

Meeting Date: 12/05/2023

FY23 Statement of Financial Position for CSCD (Adult Probation)

Submitted For: Melissa Ramos

Submitted By: Melissa Ramos, Adult Probation

Department: Adult Probation

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the filing of the Williamson County Community Supervision and Corrections Department (Adult Probation) FY23 Statement of Financial Position pursuant to the Texas Local Government Code §140.004.

Background

Pursuant to Section 140.004 of the Texas Local Government Code, the Williamson County Community Supervision and Corrections Department (Adult Probation) is required to file with the Commissioners Court of Williamson County the Statement of Financial Position for the previous fiscal year. Filed with the Court is the Community Supervision and Corrections Department (Adult Probation) Statement of Financial Position for FY23.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Signed Financial Pos

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melissa Ramos

Final Approval Date: 11/28/2023

Reviewed By

Becky Pruitt

Date

11/28/2023 08:11 AM

Started On: 11/27/2023 04:35 PM

Texas Department of Criminal Justice - Community Justice Assistance Division
Williamson County Community Supervision & Corrections Department

COMBINED STATEMENT OF FINANCIAL POSITION
August 31, 2023

ASSETS

CASH

Reconciled Bank Balance @ 8/31/23	\$24,563.00
Petty Cash	\$400.00
Change Drawer	\$200.00
Time Deposits	\$1,580,488.76

ACCOUNTS RECEIVABLE

Supervision Fees	\$0.00
Due From CJAD	\$0.00
Other	\$162,454.22

PREPAID EXPENSES

Prepaid Expenses	\$2,074.80
------------------	------------

TOTAL ASSETS

\$1,770,180.78

LIABILITIES

ACCOUNTS PAYABLE

Basic Supervision-Operations	\$98,967.90
Community Corrections Program-Operations	\$26,011.24
Diversion Target Programs--Residential	\$123,457.06
Diversion Target Programs--Non-Residential	\$13,310.98
TAIP	\$9,896.94

DUE TO TDCJ-CJAD

Basic Supervision	\$0.00
Community Corrections Programs	\$1,398.12
Diversion Target Programs--Residential	\$600,741.70
Diversion Target Programs--Non-Residential	\$65,773.37
TAIP	\$0.00

TOTAL LIABILITIES

\$939,557.31

FUND BALANCES

Basic Supervision @ 8/31/23	\$830,623.47
Community Corrections Program @ 8/31/23	\$0.00
Diversion Target Program @ 8/31/23	\$0.00
TAIP @ 8/31/23	\$0.00

TOTAL FUND BALANCES

\$830,623.47

TOTAL FUND BALANCES AND LIABILITIES

\$1,770,180.78

Director/Grant Recipient
Jameson Pennington, Director CSCD Williamson County

11-27-2023
Date

Julie M. Kiley
Fiscal Officer
Julie Kiley, County Auditor

11-27-2023
Date

Commissioners Court - Regular Session

20.

Meeting Date: 12/05/2023

Approval of Annual purchase of Element Learning Management Solutions from Skinny Cat Software, LLC. for Sheriff's Office

Submitted For: Joy Simonton

Submitted By: Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Proposal #202437 between Williamson County and Skinny Cat Software, LLC for Element Learning Management System in the amount of \$21,899.00, pursuant to DIR cooperative contract #DIR-CPO-4463, and authorizing execution of the proposal.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office at the Deputy A.W. Grimes Law Enforcement Training Center. The Element Learning Management System is a centralized training management solution to support compliance and certifications. The attached proposal is a renewal for annual maintenance of software and a platform to assist with scheduling of classes, tracking training progress, career planning, mapping, reporting, and tracking statistical data required by the Texas Commission on Law Enforcement. Information Systems, Contract Audit, General Counsel, and Budget have reviewed this purchase. This expenditure will be charged to 01.0100.0560.004500 for FY24. Department contact is Chief James Carmona. Form 1295 is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Skinny Cat Element Renewal
Form 1295 Skinny Cat Software LLC

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/29/2023 04:35 PM
County Judge Exec Asst.	Becky Pruitt	11/30/2023 09:20 AM
Form Started By: Misty Brooks		Started On: 11/20/2023 03:26 PM
Final Approval Date: 11/30/2023		



Learning Management System Renewal
Proposal
specifically designed for

Williamson County Sheriff's Office

November 1, 2023

Kim Bickley

Partner

Austin, Texas

971-724-0705

kimbickley@elementlms.com

Certified Vendor-Texas Department of Information Resources

DIR Contract Number: DIR-CPO-4463

Price Schedule		Product Number	Year Two
SaaS LMS Annual Maintenance & Support: - Hosting at AWS GovCloud - Security maintenance - Includes software maintenance and updates - Technical support - Forms and maintenance - Unlimited Users, Unlimited Courses - 15,000 Active Course Registrations-Annually - Unlimited Storage; Unlimited Monthly Data Transfer	POWER ELEMENT LMS		\$17,973 (Includes DIR discount)
Less Discount:	Discount		(\$274)
External System Integration: SSO – 26.76 @ \$157.00 hours annually	Custom Configuration Maintenance		\$4,200
Inventory (Training Unit) Management Module Option to use at no charge	Inventory		fee waived
Range Calendar Management Module Option to use at no charge	Range		fee waived
GRAND TOTAL			\$21,899

COUNTY TERMS AND CONDITIONS

1. No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.
2. Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the rights.
3. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The Customer will only be liable for its pro rata share of services rendered and goods actually received. However, and notwithstanding the foregoing, subscription fees paid by Customer prior to a termination for convenience shall not be eligible for refund, pro-ration, or offset.
4. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
5. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
6. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
7. Right to Audit: Element LMS agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Element LMS which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Customer shall give Element LMS reasonable advance notice of intended audits.

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


Vendor

Client

Martin A. Mascarenas

Print Name of Person Signing for Vendor

Print Name of Representative



Vendor Signature

Client Signature

CEO

Title of Vendor Representative

Title of Client Representative

11/20/2023

Date

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Skinny Cat Software LLC
Round Rock, TX United States

Certificate Number:
2023-1096639

Date Filed:
11/20/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County Sheriff's Office

Date Acknowledged:
11/29/2023

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
202437
Learning Management System

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the ____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2023-1096639

Date Filed:
 11/20/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Skinny Cat Software LLC
 Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Sheriff's Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202437
 Learning Management System

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested party.

6 UNSWORN DECLARATION

My name is Kimberly Bickley, and my date of birth is [REDACTED]

My address is 3256 Ranch Park Tr., Round Rock, TX, 78681, US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 20th day of Nov, 2023
(month) (year)


 Signature of authorized agent of contracting business entity (Declarant)

Commissioners Court - Regular Session

21.

Meeting Date: 12/05/2023

Approval of Chevrolet Tahoe Upfittings from Dana Safety Supply, Inc. for Sheriff's Office

Submitted For: Joy Simonton

Submitted By: Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Purchase #202485 between Williamson County and Dana Safety Supply, Inc. for the amount of \$91,756.52 pursuant to TIPS contract #210102.

Background

The approval of this purchase will benefit the Williamson County Sheriff's Department with upfittings installed on four (4) Chevrolet Tahoes for Patrol. Funding source is 01.0100.0560.005700 as per FY24 budget. The department point of contact is Chief James David.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Dana Safety Supply Redacted Quote
Form 1295 Dana Safety Supply

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Misty Brooks
Final Approval Date: 11/30/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/30/2023 08:59 AM
11/30/2023 09:21 AM
Started On: 11/20/2023 04:07 PM



Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote No.	
Customer No.	WILLCSO

Telephone: 800-845-0405

Bill To

Ship To

WILLIAMSON COUNTY SHERIFF'S OFFICE
508 S. ROCK STREET
GEORGETOWN, TX 78626
United States

DANA SAFETY SUPPLY
ROUND ROCK, TX United States

Contact: EDGAR PAVLICEK
Telephone: 512-943-1300
E-mail: e.pavlicek1118@gmail.com

Contact: SCOTT BEAL
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/09/23	GROUND SHIPMENT	QUOTED FREIGHT		NET 30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	INFO TIPS USA CONTRACT #210102 Warehouse: RROC	0.0000	0.00
4	4	N	INFO WILCO 2024 CHEVY TAHOE PPV - PATROL - BAR TOP Warehouse: RROC	0.0000	0.00
4	4	N	219076-0002 UNITY LED SPOTLIGHT - 2021 TAHOE Warehouse: RROC MSRP: \$769.99	297.8800	1,191.52
4	4	N	8996 UNITY INSTALL KIT Warehouse: RROC MSRP: \$116.67	43.7500	175.00
4	4	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: RROC MSRP: 150.00 LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	138.7500	555.00
12	12	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: RROC	95.0000	1,140.00

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	██████████
Customer No.	WILLCSO

Bill To
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S. ROCK STREET GEORGETOWN, TX 78626 United States

Ship To
DANA SAFETY SUPPLY ROUND ROCK, TX United States

Contact: EDGAR PAVLICEK
 Telephone: 512-943-1300
 E-mail: e.pavlicek1118@gmail.com

Contact: SCOTT BEAL
 Telephone:
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/09/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	ETFBSSN-P SOI 100% SOLID STATE TAILLIGHT FLASHER (12-WIRE) Warehouse: RROC MSRP: \$102.00	44.6300	178.52
4	4	N	EVP FEDERAL SIGNAL LIGHTBAR AND SIREN PACKAGE Warehouse: RROC	5,614.3600	22,457.44
4	4	N	MISC FED: VALR51-P1L VALOR LIGHT BAR 51" RW/BW RA/BA Warehouse: RROC MSRP: \$5,191.00	0.0000	0.00
4	4	N	MISC FED: HKB-TAH21-HP LIGHTBAR STRAP KIT 2021+ TAHOE Warehouse: RROC MSRP: \$95.00	0.0000	0.00
4	4	N	MISC FED: PF200S17B PATHFINDER SIREN 200W Warehouse: RROC MSRP: \$2,162.00	0.0000	0.00
4	4	N	ES100C FED ES100/DYNAMAX 100W CLASS A SPEAKER Warehouse: RROC MSRP: \$383.00	0.0000	0.00

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DANA SAFETY SUPPLY, INC
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 GREENSBORO, NC 27407

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 508 S. ROCK STREET
 GEORGETOWN, TX 78626
 United States

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 ROUND ROCK, TX United States

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Contact: SCOTT BEAL
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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/09/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	ESB-U FED DYNAMAX/ES100C UNIVERSAL SPEAKER BRACKET Warehouse: RROC MSRP: \$49.00	0.0000	0.00
4	4	N	RBKIT2 FED KIT, DUAL RUMBLER SPKR Warehouse: RROC MSRP: \$593.00	0.0000	0.00
4	4	N	RB TAH21 FED SIGNAL RUMBLER TAHOE MOUNTING BRACKET Warehouse: RROC MSRP: \$69.00	0.0000	0.00
4	4	N	OBD CABLE20-GMCAN OBD CABLE 21+ TAHOE Warehouse: RROC MSRP: \$230.00	125.0000	500.00
4	4	N	36-4045 Westin 2021 Chevy Tahoe Elite Push Bumper Warehouse: RROC MSRP: \$1,011.15	407.4100	1,629.64
4	4	N	36-4045W Westin 2021 Chevy Tahoe Elite Wing Wraps Warehouse: RROC MSRP: \$460.00	214.8900	859.56

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	██████████
Customer No.	WILLCSO

Bill To

WILLIAMSON COUNTY SHERIFF'S OFFICE
 508 S. ROCK STREET
 GEORGETOWN, TX 78626
 United States

Ship To

DANA SAFETY SUPPLY
 ROUND ROCK, TX United States

Contact: EDGAR PAVLICEK
 Telephone: 512-943-1300
 E-mail: e.pavlicek1118@gmail.com

Contact: SCOTT BEAL
 Telephone:
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/09/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	36-6015F4MP WESTIN, CHANNEL Warehouse: RROC MSRP: \$67.41	35.7400	142.96
4	4	N	36-4045PB Westin 2021 Chevy Tahoe Elite Pit Bars Warehouse: RROC MSRP: \$660.00	305.8100	1,223.24
8	8	N	MPS62U-RW FED Police/Fire MicroPulse® Ultra Warehouse: RROC MSRP: \$201.00	96.2500	770.00
8	8	N	DRIVER SIDE UPPER CHANNLE OF PUSH BUMPER MPS62U BW FED Police/Fire MicroPulse® Ultra Warehouse: RROC MSRP: \$201.00	96.2500	770.00
8	8	N	PASSENGER SIDE UPPER CHANNLE OF PUSH BUMPER MPS62U-RB FED SIG Police/Fire MicroPulse® Ultra Warehouse: RROC MSRP: \$201.00	96.2500	770.00
			ONE EACH SIDE FACING ON PUSH BUMPER.		

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	██████████
Customer No.	WILLCSO

Bill To

WILLIAMSON COUNTY SHERIFF'S OFFICE
 508 S. ROCK STREET
 GEORGETOWN, TX 78626
 United States

Ship To

DANA SAFETY SUPPLY
 ROUND ROCK, TX United States

Contact: EDGAR PAVLICEK
 Telephone: 512-943-1300
 E-mail: e.pavlicek1118@gmail.com

Contact: SCOTT BEAL
 Telephone:
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/09/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
8	8	N	MISC FED: MPS122U-RB MP ULTR 24 LED R/B Warehouse: RROC MSRP: \$237.00 ONE ON EACH SIDE OF REAR PLATE.	112.5000	900.00
8	8	N	ESLRL61058 SOI 61" SL RUNNING LIGHT RED/BLUE/WHITE - UNIVERSA Warehouse: RROC MSRP: \$624.00 RUNNING BOARDS. STEADY WHITE ALLEY.	276.0000	2,208.00
8	8	N	PSLVBK03 SOI NLINE RUNNING LIGHTS MOUNT 2021 TAHOE Warehouse: RROC MSRP: \$47.00	20.5600	164.48
20	20	N	3SRCCDCR WEC 3" RND SUPER-LED COMPARTMENT SPLIT R/C Warehouse: RROC MSRP: \$98.00 ONE ABOVE CONSOLE, TWO ABOVE RPISONER SEATING, TWO ON INTERIOR OF REAR HATCH. ONE SWITCH FOR EACH DRIVER AND PRISONER AREA LIGHTS IN CONSOLE. SWITCH ON DRIVER D PILLAR FOR HATCH LIGHTS.	66.1500	1,323.00

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Continued on Next Page

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	██████████
Customer No.	WILLCSO

Bill To
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S. ROCK STREET GEORGETOWN, TX 78626 United States

Ship To
DANA SAFETY SUPPLY ROUND ROCK, TX United States

Contact: EDGAR PAVLICEK
 Telephone: 512-943-1300
 E-mail: e.pavlicek1118@gmail.com

Contact: SCOTT BEAL
 Telephone:
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/09/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	WEC-RPWD54-JJ WEC REAR PILLAR 2021 TAHOE DUO RB/RB Warehouse: RROC MSRP: \$1,948.00	1,314.9000	5,259.60
4	4	N	MISC JOTTO: 475-1677 TAHOE 2021+ PARTITION W/ RP Warehouse: RROC MSRP: \$1,214.82	759.2600	3,037.04
4	4	N	MISC JOTTO: 475-1679 TAHOE 2021+ LOWER EXTENDION PANEL: Warehouse: RROC MSRP: \$175.47	109.6800	438.72
4	4	N	GK10342UHK SMC DUAL VERT. RACK 2 UNIV. LOCKS W/ HC KEY Warehouse: RROC MSRP: \$589.00	412.3000	1,649.20
4	4	N	"Dual T-Rail Mount2 Universal XL Handcuff Key Override" S5705T21OSB PG ABS Stand Transport Seat w/rear barrier Warehouse: RROC MSRP: \$2,177.00 ABS Stand Transport Seat w/rear barrier & OSB	1,632.7500	6,531.00

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Print Time	05:55:08 PM
Page No.	6

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	██████████
Customer No.	WILLCSO

Bill To
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S. ROCK STREET GEORGETOWN, TX 78626 United States

Ship To
DANA SAFETY SUPPLY ROUND ROCK, TX United States

Contact: EDGAR PAVLICEK
 Telephone: 512-943-1300
 E-mail: e.pavlicek1118@gmail.com

Contact: SCOTT BEAL
 Telephone:
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/09/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	WK0514TAH21 SMC REAR WINDOW BARRIER Warehouse: RROC MSRP: \$329.00	230.3000	921.20
4	4	N	DK0100TAH21 SMC 2021 TAHOE BLK TPO DOOR PANELS COVERS OEM PANELS Warehouse: RROC MSRP: \$319.00	223.3000	893.20
4	4	N	C-VS-1012-TAH-1 HAV 2021+ Chevy Tahoe Console Warehouse: RROC MSRP: \$780.00 FACEPLATES NEEDED 1) C-EB25-MMT-1P 1) C-EB30-FSR-1P 1) C-EB40-PAN-1P 1) C-FP-05 2) C-FP-4	487.5000	1,950.00
4	4	N	C-HDM-204 HAV TELESCOPING SIDE MOUNTED POLE ASSY Warehouse: RROC MSRP: \$230.00	143.7500	575.00

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DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	██████████
Customer No.	WILLCSO

Bill To
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S. ROCK STREET GEORGETOWN, TX 78626 United States

Ship To
DANA SAFETY SUPPLY ROUND ROCK, TX United States

Contact: EDGAR PAVLICEK
 Telephone: 512-943-1300
 E-mail: e.pavlicek1118@gmail.com

Contact: SCOTT BEAL
 Telephone:
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/09/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	C-MD-119 HAV 11" SLIDE-OUT LOCKING SWING ARM - LOW PROFILE Warehouse: RROC MSRP: \$367.00	229.3800	917.52
4	4	N	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: RROC MSRP: \$67.00	41.8800	167.52
4	4	N	C-ARM-102 HAV ARM REST - MOUNTS TO SIDE OF CONSOLE BOX Warehouse: RROC MSRP: \$94.00	58.7500	235.00
4	4	N	MISC HAV: DS-PAN-1502-4 DOCK FZ40 APR QUAD W/ LIND Warehouse: RROC MSRP: \$1,596.68 Standard Port Replication & Quad Pass-Thru Antenna Connections & LIND Power Supply	997.9300	3,991.72
8	8	N	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: RROC	0.0000	0.00

Print Date	11/09/23
Print Time	05:55:08 PM
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Printed By: Scott Beal

Continued on Next Page

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	██████████
Customer No.	WILLCSO

Bill To
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S. ROCK STREET GEORGETOWN, TX 78626 United States

Ship To
DANA SAFETY SUPPLY ROUND ROCK, TX United States

Contact: EDGAR PAVLICEK
 Telephone: 512-943-1300
 E-mail: e.pavlicek1118@gmail.com

Contact: SCOTT BEAL
 Telephone:
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/09/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	20702 SLI SL-20L WITH 12V DC 1 CHARGER SLEEVE NIMH Warehouse: RROC MSRP: \$243.02	128.9600	515.84
4	4	N	C4 LED, 350 LUMEN RECHARGEABLE FLASHLIGHT, AIRCRAFT ALUMINUM 13.1" L 75456 SLI STINGER DS HL W/12VDC CHGR (NMH BATTERY) Warehouse: RROC MSRP: \$259.41	145.9300	583.72
4	4	N	800 LUMEN LIGHT OUTPUT ***** HSN4032B MOTO MCS 13W External Speaker Warehouse: RROC	0.0000	0.00
4	4	N	R40-301 CTECH SINGLE DRAWER CABINET Warehouse: RROC MSRP: \$1,259.27	1,164.8200	4,659.28
4	4	N	MOUNTING BASE: 2023 CHEVROLET TAHOE PPVCBMP-Tahoe-2021-Current-40x30 HAF4013A 7/8/900 MHZ WIDEBAND LOW PROFILE, 3DB GAIN THROUGH MNT Warehouse: RROC	0.0000	0.00

Print Date	11/09/23
Print Time	05:55:08 PM
Page No.	9

Printed By: Scott Beal

Continued on Next Page

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	██████████
Customer No.	WILLCSO

Bill To

Ship To

WILLIAMSON COUNTY SHERIFF'S OFFICE
 508 S. ROCK STREET
 GEORGETOWN, TX 78626
 United States

DANA SAFETY SUPPLY
 ROUND ROCK, TX United States

Contact: EDGAR PAVLICEK
 Telephone: 512-943-1300
 E-mail: e.pavlicek1118@gmail.com

Contact: SCOTT BEAL
 Telephone:
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/09/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	HAD4008A ANTENNA QUARTERWAVE, 152 Warehouse: RROC	0.0000	0.00
4	4	N	HLN6863B MOTO MID-POWER REAR IGNITION RADIO CABLE Warehouse: RROC FITS NUMEROUS MOTOROLA RADIO MODELS *****	0.0000	0.00
4	4	N	HKN4191B MOT 12 VDC, 20 WATT, 10 FOOT RADIO POWER CABLE Warehouse: RROC	0.0000	0.00
4	4	N	HSN4031B HSN4031B (Motorola speaker) EXT SPKR 7.5W Warehouse: RROC	0.0000	0.00
4	4	N	MISC PEER: SZ462 SUPER Z-8 TIRE CABLES - SELF TIGHTENING Warehouse: RROC MSRP: \$331.08	0.0000	0.00

Print Date	11/09/23
Print Time	05:55:08 PM
Page No.	10

Printed By: Scott Beal

Continued on Next Page

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	██████████
Customer No.	WILLCSO

Bill To
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S. ROCK STREET GEORGETOWN, TX 78626 United States

Ship To
DANA SAFETY SUPPLY ROUND ROCK, TX United States

Contact: EDGAR PAVLICEK
 Telephone: 512-943-1300
 E-mail: e.pavlicek1118@gmail.com

Contact: SCOTT BEAL
 Telephone:
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/09/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	INFO CUSTOMER SUPPLIED EQUIPMENT Warehouse: RROC Panasonic Abitrator video camera system with: Arbitrator VPU, dash cam, prisoner cam, body mic & cradle, in-car mic, body cam cradle, battery backup, Lind trigger box, Bluetooth adapter, (2) wifi antennas, (2) 7i Cat6 network cables Install & pre-wire (2) radio antennas, Motorola 8500 ignition cable, Cradlepoint antenna and ignition harness	0.0000	0.00
4	4	N	TINT FRONT TWO WINDOWS - 20% Warehouse: RROC	0.0000	0.00
4	4	N	INSPECTION INSPECTION Warehouse: RROC	35.0000	140.00
4	4	N	PDI PRE-DELIVERY INSPECTION Warehouse: RROC	100.0000	400.00
4	4	N	PDP-13 BI Power Distribution Panel w/ Timers Warehouse: RROC MSRP: \$238.44	166.9000	667.60
4	4	N	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: RROC	0.0000	0.00

Print Date	11/09/23
Print Time	05:55:08 PM
Page No.	11

Printed By: Scott Beal

Continued on Next Page

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	██████████
Customer No.	WILLCSO

Bill To
 WILLIAMSON COUNTY SHERIFF'S OFFICE
 508 S. ROCK STREET
 GEORGETOWN, TX 78626
 United States

Ship To
 DANA SAFETY SUPPLY
 ROUND ROCK, TX United States

Contact: EDGAR PAVLICEK
 Telephone: 512-943-1300
 E-mail: e.pavlicek1118@gmail.com

Contact: SCOTT BEAL
 Telephone:
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
11/09/23	GROUND SHIPMENT	QUOTED FREIGHT		NET 30	
Entered By		Salesperson	Ordered By	Resale Number	
Scott Beal		SCOTT BEAL ROUND ROCK	MARK STEVENS		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: RROC MSRP: \$416.25 LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	416.2500	1,665.00
160	160	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: RROC ***** ALL EQUIPMENT TO BE MOUNTED IN THE CONSOLE *****	95.0000	15,200.00

Quote Good for 30 Days

Print Date	11/09/23
Print Time	05:55:08 PM
Page No.	12

Subtotal	87,356.52
Freight	4,400.00
Order Total	91,756.52

Printed By: Scott Beal

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2023-1097323

Date Filed:
 11/25/2023

Date Acknowledged:
 11/27/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Dana Safety Supply
 Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Williamson County Sheriff

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 133506
 CHEVROLET TAHOE BUILDS FOR LIGHTS, SIRENS, PRISONER CONTAINMENT.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2023-1097323

Date Filed:
11/25/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dana Safety Supply
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Sheriff

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

133506
CHEVROLET TAHOE BUILDS FOR LIGHTS, SIRENS, PRISONER CONTAINMENT.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Scott Beal, and my date of birth is [REDACTED].

My address is 900 E. Old Settlers Blvd., Round Rock, TX, 78665, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 25th day of November, 2023.
(month) (year)

Scott Beal

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

22.

Meeting Date: 12/05/2023

Approval of Purchase and Maintenance Agreement for LiveMUM with Wallmap Annual Software License from Deccan International for Information Systems

Submitted For: Joy Simonton

Submitted By: Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Purchase and Maintenance Agreement #202476 for LiveMUM with Wallmap Annual Software License in the amount of \$24,466.00, for one year and exempting Deccan International from competitive requirements per Texas Local Government Code §262.024(a)(7)(D) [captive replacement parts or components for equipment] and authorize the execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Emergency Medical Services Department. LiveMUM with Wallmap software connects with the county's Computer Automated Dispatch (CAD) in real-time to identify holes in coverage by tracking each unit's status, location and incident assignment. The software then instantaneously recommends optimal, practical and automated unit relocation, or "move-ups", that reflect the department's coverage policies. Agreement term is 12/1/2023-11/30/2024. Funding source is 01.0100.0523.004505 as per FY24 budget. Department contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Redacted LiveMUM Quote and Agreement
Deccan International Form 1295

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Misty Brooks
Final Approval Date: 11/29/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/29/2023 01:40 PM
11/29/2023 04:08 PM
Started On: 11/15/2023 08:11 AM



DECCAN INTERNATIONAL

Decision-support software solutions for Fire & EMS

Williamson County, TX

LiveMUM 2.0

By Deccan International

November 8, 2023

9810 Scripps Lake Drive, Ste H, San Diego, CA 92131

www.deccanintl.com

1. Purpose of Maintenance and Support Contract

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

2. Overview of LiveMUM 2.0

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

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

2.1 General Specifications

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

2.2 Software Specifications

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

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

3. Annual Maintenance and Support

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

3.1 Services offered As a Part of Regular Maintenance and Support

3.1.1 Annual Data Refreshes

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

As part of the Annual Maintenance and Support Plan, these tasks may be completed up to twice a year by Deccan International.

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

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

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

3.1.2 Ongoing Technical Support

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

3.1.3 Application Enhancements

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

3.1.4 Specific Feature Updates Needed by the Department

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

3.1.5 Project Manager

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

3.1.6 Training Services

Additional training courses for LiveMUM 2.0 can be scheduled upon the Client's request. All training is conducted remotely. Onsite training is offered at Deccan's sole discretion.

As part of the Annual Maintenance and Support Plan, these tasks will be performed up to twice a year by Deccan.

3.2 Annual Maintenance and Support Plan Fees

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

3.3 Payment Terms & Termination

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

In the event this Agreement is terminated by the Client, the Client shall not receive a refund of any amounts paid to Deccan International prior to the date this Agreement is terminated. If this Agreement is terminated by Deccan International, the Client shall receive a refund equal to a pro-rata share of the Annual Maintenance and Support Plan fees on the paid amounts to Deccan International. The pro-rata share of fees to be refunded shall equal the fraction for which the numerator is the number of months or partial months during which Deccan International did not provide services during the year and the denominator is 12 multiplied by the annual fees assessed pursuant to section 3.2.



Deccan (signature)

Jonathan Elson

Deccan (printed name)

11/8/2023

Date

Client (signature)

Client (printed name)

Date



**DECCAN
INTERNATIONAL**

INVOICE

BILL TO

Williamson County
301 SE Inner Loop, Suite 107
Georgetown, TX 78626

INVOICE # [REDACTED]
DATE 11/02/2023
DUE DATE 12/02/2023
TERMS Net 30

DESCRIPTION	QTY	RATE	AMOUNT
LiveMUM with Wallmap - Annual Maintenance for the period 12/1/2023-11/30/2024	1	24,466.00	24,466.00

REMITTANCE ADDRESS:
DECCAN INTERNATIONAL
6170 Cornerstone Ct E, Ste 100
San Diego, CA 92121

BALANCE DUE

USD 24,466.00

WIRE/ACH INFORMATION:
Bank: US Bank
Routing Number: 122235821
Account Number: 158300149289

Please note that all applications are developed and licensed by Deccan International and are, therefore, proprietary software. All support and maintenance can only be performed by Deccan International.

If you should have any questions, please contact Pang Moua by phone at 858-732-1562 or by e-mail at pangm@deccanintl.com.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2023-1095102

Date Filed:
11/15/2023

Date Acknowledged:
11/15/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Deccan International
San Diego, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
202476
LiveMUM maintenance and support service

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

23.

Meeting Date: 12/05/2023

Approval of Service Order for Ethernet Local-Area Network Connection from Astound Business Solutions, LLC. for Information Systems

Submitted For: Joy Simonton

Submitted By: Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Service Order #202483 between Williamson County and Astound Business Solutions, LLC., and authorizing the execution of the Service Order.

Background

Approval of this Service Order will benefit the Information Systems department with an ongoing month-to-month agreement for Ethernet local-area network (E-LAN) Services to continue the installation of the 10Gb dedicated internet access connections. The fiber lines are being installed to connect to the buildings noted. E-LAN is a piece of Information Systems infrastructure that uses Ethernet cable to connect computers, servers, printers and other devices. There is no change in cost to the current Master Service Agreement, approved by Commissioner's Court 07.12.22, Item #18, also attached. A signature is needed on the attached Service Order. Term is twelve (12) months. The department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Astound Approved MSA
Astound Service Order
Form 1295

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Misty Brooks
Final Approval Date: 11/29/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/29/2023 04:29 PM
11/29/2023 04:31 PM
Started On: 11/20/2023 08:26 AM



Business Solutions Powered by **RCN** | GRANDE | WCU@

MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER

This Master Services Agreement for Enterprise Services (this “MSA” or “MSA”) is entered into as of this 27th day of June, 2022 (the “Effective Date”), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, “Provider”), and Williamson County, Texas, a Texas governmental body (“Customer”). For purposes of this MSA, the term “Affiliate” shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC. Each of Provider and Customer may be referred to in this MSA as a “Party” and together as the “Parties.”

ARTICLE 1 – STRUCTURE OF AGREEMENT

1.1 Purpose of MSA. Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (as applicable, the “Services”). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more “Service Orders,” as described in Section 1.2 below.

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a “Service Site”); (iii) the initial term of the Service Order (the “Initial Service Term”); (iv) the pricing for the Service, including (a) the monthly recurring charges (“MRC”) for the Service, and (b) any non-recurring charges (“NRC”) associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the “Agreement.” Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.

1.3 Additional Documents Comprising Agreement: Order of Precedence. If one or more Service Level Agreements are attached to this MSA as Exhibits (the “SLA”), the SLA constitutes a part of this MSA. Customer’s use of any Services purchased pursuant to the Agreement will also be governed by Provider’s Acceptable Use Policy for Commercial Services (the “AUP”) which is posted on Provider’s website at <http://www.astound.com/business/aup>. Additional provisions that are applicable only to specific types of Services are contained in Provider’s Service-Specific Terms and Conditions (the “Service-Specific T&Cs”) which is posted on Provider’s website at <http://www.astound.com/business/service-terms>. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) this MSA (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

ARTICLE 2 – TERM AND RENEWAL

2.1 Term of MSA. The term of this MSA (the “MSA Term”) shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth (5th) anniversary of the Effective Date. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

2.2 Term of Service Orders. The Initial Service Term of each Service Order shall be as specified in the Service Order. Upon expiration of the Initial Service Term, unless either Party terminates the Service Order by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the Initial Service Term, this Service Order will begin to automatically renew on a month-to-month basis (the “Renewal Term”). During the Renewal Term, either Party may terminate this Service Order by giving no less than thirty (30) days’ advance written notice of termination to the other Party. The total period of time a Service Order is in effect is referred to as the “Service Term” for the Service Order at issue. The total period of time a



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Service Order is in effect is referred to as the “**Service Term**” for the Service Order at issue.

ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider’s control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Provider Equipment**”) necessary to connect Provider’s network facilities to the Customer demarcation point(s) at the Service Site (the “**Demarcation Point(s)**”); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Customer Equipment**”) from the Demarcation Point(s) to Customer’s internal network. Unless a Service Site is within Provider’s control, Customer shall be responsible for maintaining appropriate conditions at the Service Site, including HVAC, electrical power, and security. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider’s usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer’s option, participate in Provider’s final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the “**Service Commencement Date**”). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider’s business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider’s service area).

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as “**Fees**.” Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and payment for Services provided hereunder shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the date Customer receives Provider’s invoice for the applicable Services. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. The Parties will work together in good faith to resolve payment disputes in accordance with the procedure set out in Section 4.2 below. Interest charges for undisputed overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider Invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include



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documentation supporting the alleged billing error (each such notice, a “**Fee Dispute Notice**”). A Fee Dispute Notice must be submitted to Provider within thirty (30) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such thirty (30) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer’s delivery of the applicable Fee Dispute Notice.

4.3 **Applicable Taxes.** All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider’s net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, assessments, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively “**Applicable Taxes**”). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 **Customer Default.** Each of the following shall constitute a default by Customer under the Agreement (each a separate event of “**Default**”): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 **Remedies for Customer Default.** In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer’s on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate all Service Orders entered into with Customer; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

5.3 **Provider Default.** Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 **Remedies for Provider Default.** In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); and/or (ii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by Customer shall be accomplished by providing termination notice to Customer’s account manager and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees Incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 **Early Termination for Non-Appropriation.** Customer is a public entity subject to legislative appropriation requirements.



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As a general matter, Customer cannot legally be obligated to make payments for Services that are provided after the end of the fiscal period in which Customer executes a particular Service Order. In the event that, for any future fiscal period, sufficient funds are not appropriated or allocated for payment of any one or more Service Orders, Customer may terminate the Service Order at issue as a matter of public convenience as provided herein without incurring a Termination Charge or any other early termination fee. If and when Customer becomes aware that non-allocation of funds for the coming fiscal period appears likely, Customer shall use reasonable efforts to notify Provider of that possibility prior to the end of the then-current fiscal period. Once the non-appropriation decision has been made, Customer shall, as soon as reasonably practicable, deliver written notice of termination for non-appropriation to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated for non-appropriation and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

6.2 Early Termination for Customer Convenience. Customer may, at any time after executing a Service Order, discontinue one or more of the Services ordered and/or terminate the Service Order by giving at least thirty (30) days' advance written notice to Customer's account manager and to the notice address specified in Article 13 below. Any early termination of a Service pursuant to this Section 6.2 shall be referred to as "**Termination for Customer Convenience.**" In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

6.3 Early Termination for Default. In accordance with Article 5 above, either Party may elect to terminate one or more Service Orders prior to the scheduled expiration date in the event of an uncured Default by the other Party.

6.4 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.2 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider to the extent authorized under Texas law. The "**Termination Charge**" shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (iii) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services; and (iv) one hundred percent (100%) of all remaining MRCs Customer was to pay Provider for the Service during the remainder of the applicable Service Term. If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty or a windfall in favor of Provider.

6.5 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1 Definition of Confidential Information. "**Confidential Information**" shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals, as well as network maps or diagrams exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party's disclosure of same.



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7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (i) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (ii) shall reproduce such Confidential Information only to the extent necessary for such purposes; (iii) shall restrict disclosure of such Confidential Information to employees, contractors, advisors or consultants that have a need to know for such purposes (with disclosure to contractors, advisors and consultants being limited to contractors, advisors and consultants that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (iv) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (v) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

7.3 Public Information Act. Notwithstanding anything to the contrary contained elsewhere in this Article 7, the Parties understand and acknowledge that Customer is a governmental entity, and that Texas law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the Public Information Act, Texas Government Code Chapter 552, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Information Act (or other similar law) to disclose information identified by Provider in writing as confidential, Customer's sole obligations to Provider shall be: (i) to promptly notify Provider; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Provider an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Information Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Provider initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Provider's request, Provider shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Provider's request. Customer shall not be liable to Provider for any loss, cost or expense relating to the disclosure of requested records if Provider fails to obtain legal protection against disclosure and Customer releases the records in good faith.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider's aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at Issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH



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PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

8.6 Disclaimer Regarding HIPAA Compliance. If and to the extent Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and needs its business associates to comply with HIPAA, Provider hereby notifies Customer that Provider's operations are not compliant with HIPAA. Provider's operations are generally exempt from HIPAA pursuant to the conduit exception. However, if and to the extent the Services provided pursuant to any Service Order would not qualify for the conduit exception, Provider's operations with respect to the Services are not HIPAA compliant. Provider will not execute a business associate agreement under HIPAA.

ARTICLE 9 – INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 Indemnification by Customer. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "Provider Indemnified Parties") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement. (All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.)

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "Customer Indemnified Parties") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider's noncompliance with or Default under the Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under the Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified Party shall promptly notify the indemnifying Party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party without the consent of the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying Party, all at the cost and expense of the indemnifying Party.



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ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer's payment obligations under Article 4) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other severe weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, unavailability of rights-of-way, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "Force Majeure Event"). If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 General Provisions. Except for actions seeking a temporary restraining order or injunction, or suits to compel compliance with this dispute resolution process, the Parties agree to use the dispute resolution procedures set forth in this Article 11 with respect to any controversy or claim (each, a "Dispute") arising out of or relating to the Agreement. All discussions occurring and documents exchanged pursuant to Sections 11.2 and 11.3 below are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or mediation process.

11.2 Negotiations. Should any Dispute arise, either Party may give the other Party written notice of the Dispute (each, a "Dispute Notice"). The Parties shall use good faith efforts to resolve the Dispute through negotiation within thirty (30) days of the date on which the Dispute Notice is delivered. With respect to Fee disputes arising under Article 4, compliance with the negotiation procedures described in Section 4.2 shall be in lieu of the provisions of this Section 11.2. If the Parties do not resolve the Dispute within such thirty (30) day period, either of the Parties may submit the matter to non-binding mediation through a professional mediation service.

11.3 Mediation. If a Dispute is submitted to mediation, the Parties will cooperate in selecting a qualified mediator from a panel of neutral mediators having experience in the telecommunications and broadband internet industry. The Parties shall share equally in the costs of mediation. If the Parties are unable to resolve the Dispute within sixty (60) days of submitting the Dispute to mediation, either Party may initiate litigation as is provided for in Section 11.4 below.

11.4 Governing Law. The Agreement and all matters arising out of the Agreement shall be governed by the laws of the State of Texas. Any judicial action arising in connection with the Agreement shall be in the District Court of the State of Texas in and for Williamson County.

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party's consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.



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If to Provider:

Astound Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Business Solutions

If to Customer:

Williamson County, Texas
100 Wilco Way, Suite P101
Georgetown, TX 78626
ATTN: Purchasing Department

With a Copy to:

Astound Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Legal Department

With a Copy to:

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstances shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.2 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider’s acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.3 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal-agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

15.4 Exhibits. The following Exhibits, which are attached to this MSA, are incorporated herein and by this reference made a part of this MSA:

- EXHIBIT A - Service Level Agreement for Lit Fiber Services
- EXHIBIT B - Service Level Agreement for Dark Fiber & Wavelength Services



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15.5 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.6 Counterparts; Electronic Signatures. This MSA and any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document. The Parties consent to the use of electronic signatures.

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

[Signatures on following page.]



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The Parties are signing this MSA as of the Effective Date set forth in the preamble above.

CUSTOMER:

Williamson County, Texas

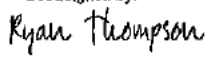
By 
By Bill Gravell (Jul 13, 2022 08:16 CDT)

Name: Bill Gravell

Title: Jul 13, 2022

PROVIDER:

Astound Business Solutions, LLC, a Delaware limited liability company

DocuSigned by:

By 37EE128640F04EC...

Name: Ryan Thompson

Title: Sr. Director GEMS

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**EXHIBIT A to Master Services Agreement for Enterprise Services
Service Level Agreement for Lit Fiber Services**

This Service Level Agreement for Lit Fiber Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services – Governmental Customer ("MSA") between Astound Business Solutions, LLC ("Astound") and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of Lit fiber Services provided by Astound pursuant to the MSA: (a) dedicated Internet access services, (b) Ethernet transport services, and (c) voice services, including hosted voice.

1. AVAILABILITY SLA

Astound's Network is designed to provide a target **Availability of at least 99.99%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.99% Availability	Less than 4 minutes 20 seconds	Target Met
	4 min. 20 sec. up to 2 hours	5%
	> 2 hour up to 6 hours	10%
	> 6 hours up to 12 hours	20%
	> 12 hours up to 24 hours	35%
	> 24 hours	50%

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in Services due to failure or malfunction of the Astound Network or Astound Equipment, Astound's CNOc is designed to provide a **MTTR of 6 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from Astound on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. PACKET DELIVERY/PACKET LOSS SLA

The Astound Network is designed to provide **no greater than 0.1% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.



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Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.1% Packet Loss	0% - 0.1%	Target Met
	> 0.1% - 0.4%	5%
	> 0.4% - 0.7%	10%
	> 0.7% - 1.0%	25%
	> 1.0%	50%

4. LATENCY SLA

The Astound Network is designed to provide a monthly average one-way Latency not to exceed the following:

- For “Local Market” distances of ≤ 75 miles = 10 ms
- For “Inter-Market” distances of between 76 – 750 miles = 20 ms
- For “Long-Haul” distances of > 750 miles = 50 ms

If the applicable Latency target is not achieved in a given month and Astound does not remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the Astound CNOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency	Target Inter-Market Latency	Target Long-Haul Latency	Actual One-Way Latency (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
10 ms or less	20 ms or less	50 ms or less	≤ Target Latency	Target Met
			> Target up to 8 ms over Target	5%
			> 8 ms up to 15 ms over Target	10%
			> 15 ms up to 20 ms over Target	25%
			> 20 ms over Target	50%

5. NETWORK JITTER SLA

The Astound Backbone Network is designed to have a monthly average one-way Network Jitter not to exceed the following:

- For Local Market distances of ≤ 75 miles = 2 ms
- For Inter-Market distances of between 76 – 750 miles = 5 ms
- For Long-Haul distances of > 750 miles = 15 ms

If the applicable Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30th of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or Installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.



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"Astound Backbone Network" means Astound's core fiber backbone that connects Astound's POPs and regional hubs.

"Astound's Commercial Network Operations Center" or "Astound's CNOc" means Astound's commercial network operations center, which is staffed 24x7x365.

"Astound Network" means all equipment, facilities and infrastructure that Astound uses to provide Services to Customer, and includes Customer's access port. The "Astound Network" does not include Customer owned or leased equipment (unless leased from Astound), or any portion of Customer's local area network after the demarcation point for the Services provided by Astound.

"Availability" means the ability of Customer to exchange Ethernet packets with the Astound Network via Customer's router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\begin{matrix} \% \text{ Availability} & = & \frac{(\text{Total Minutes in Month} - \text{Total Minutes of Unavailability in Month})}{\text{Total Minutes in Month}} \\ \text{(per calendar month)} & & \end{matrix}$$

For Ethernet Transport Services and VoIP Services, Availability is calculated at the individual circuit level, between Astound's Backbone Network and the Customer's router port. For Dedicated Internet Access Services, Availability is calculated from the Customer's router port through the Astound Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore "TTR" in excess of Astound's targeted MTTR.

"Emergency Maintenance" means Astound's efforts to correct conditions on the Astound Network that are likely to cause a material disruption to or outage in services provided by Astound and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Astound may undertake Emergency Maintenance at any time Astound deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Astound's reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by Astound, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for Astound's delivery of the Services to Customer.

"Jitter" or "Network Jitter" refers to a variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as an aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

"Latency" means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on Astound's Network to another designated point on Astound's Network. Latency is calculated as an aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

"Mean Time to Restore" or "MTTR" means the average time required to restore the Astound Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes Astound to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the Astound CNOc until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the



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number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Astound. Unavailability does not include periods of Service degradation, such as slow data transmission.

“Packet Loss” means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

“Scheduled Maintenance” means any maintenance of the portion of the Astound Network to which Customer’s router is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the Astound CNOC upon notification of a Service-related problem. Trouble Tickets may be generated by Astound pursuant to its internal network monitoring process, or by Customer’s reporting of a problem to the Astound CNOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Astound CNOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by Astound will not provide a basis for Customer credits or Chronic Outage remedies.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Astound. Credits are exclusive of any applicable taxes charged to Customer or collected by Astound.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the Astound CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to Customer’s account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the Astound CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to Customer’s account



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manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

- (c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
 - Type of remedy requested (e.g., substitution or termination);
 - Trouble Ticket numbers for each individual Outage event;
 - Date and beginning/end time of each of the claimed Outages;
 - Trouble Ticket number for the Chronic Outage at issue;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 Astound's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Astound. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Astound will evaluate the claim and respond to Customer within thirty (30) days. If Astound requires additional information in order to evaluate Customer's claim, Astound will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Astound's request for additional information in which to provide the requested information to Astound. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Astound will promptly notify Customer of Astound's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Astound will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Astound will notify Customer of the date on which the requested substitution or termination will occur. Astound's determination regarding whether or not an SLA has been violated shall be final.

8.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with Astound in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Astound or Astound's Affiliates; (v) Force Majeure Events; (vi) Astound's inability (due to no fault of Astound) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Astound's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) Astound's inability to deliver Service by Customer's desired due date.

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**EXHIBIT B to Master Services Agreement for Enterprise Services
Service Level Agreement for Dark Fiber & Wavelength Services**

This Service Level Agreement for Dark Fiber & Wavelength Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services – Governmental Customer ("MSA") between Astound Business Solutions, LLC ("Astound") and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of Services provided by Astound pursuant to the MSA: (i) dark fiber services, and (ii) wavelength services.

1. AVAILABILITY SLA

Astound's dark fiber paths and wavelengths are designed to provide a target Availability of at least 99.9% per calendar month. If the Availability target is not met with respect to a given dark fiber path or wavelength in a given calendar month, Customer will be entitled to a credit in the amount set forth below, which must be claimed as described in this SLA. Customer credits for Outages of dark fiber or wavelength Services are calculated on an individual path basis, and the amount of any credit is based on the portion of MRC allocable to the affected Service.

Duration of Unavailability	Customer Credit as % of MRC for the applicable Service
Less than 45 minutes	Target Met
45 Min. up to 8 hours	5%
> 8 hours up to 16 hours	10%
> 16 hours up to 24 hours	20%
> 24 hours	35%

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in the Services, Astound's CNOC is designed to provide a MTTR of no greater than 6 hours. If the target MTTR is not met for a particular dark fiber path or wavelength in a given calendar month, and Customer receives a Service from Astound on the path at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Service
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any Termination Charge.

4. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.



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"Astound's Commercial Network Operations Center" or "Astound's CNOC" means Astound's commercial network operations center, which is staffed 24x7x365.

"Astound Network" means all equipment, facilities and infrastructure that Astound uses to provide Services to Customer, and includes Customer's access port. The "Astound Network" does not include Customer owned or leased equipment (unless leased from Astound), or any portion of Customer's local area network after the demarcation point for the Services provided by Astound.

"Availability" means the dark fibers or the wavelength at issue is available to and accessible by Customer at the specified locations, is capable of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data transmission. Periods of Excused Outage are not included in the Availability metric. Astound does not monitor the use or availability of dark fiber or wavelength Services, thus any Outage must be reported to Astound by Customer.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the path during a given calendar month, each of which has an actual time to restore "TTR" in excess of Astound's targeted MTTR.

"Emergency Maintenance" means Astound's efforts to correct conditions on the Astound Network that are likely to cause a material disruption to or outage in Services provided by Astound and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Astound may undertake Emergency Maintenance at any time Astound deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Astound's reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by Astound, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for Astound's delivery of the Services to Customer.

"Mean Time to Restore" or "MTTR" means the average time required to restore the Service(s) to a normally operating state in the event of an Outage. MTTR is calculated on a path/route basis, as a monthly average of the time it takes Astound to repair all Service Outages on the specific path/route. MTTR is measured from the time Customer opens an Outage related Trouble Ticket to the Astound CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Astound. Unavailability does not include periods of Service degradation, such as slow data transmission.

"Scheduled Maintenance" means any maintenance of the portion of the Astound Network to which Customer's demarc is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer's Service.

"Trouble Ticket" means a trouble ticket generated through the Astound CNOC upon notification of a Service-related problem. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Astound CNOC and open a Trouble Ticket regarding the problem.



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5. CLAIMING CREDITS AND REMEDIES

5.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Astound. Credits are exclusive of any applicable taxes charged to Customer or collected by Astound.

- (i) To claim SLA-related Service credits, Customer must do the following:
 - (a) Open a Trouble Ticket with the Astound CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
 - (b) Submit a written request for the credit(s) to Customer's account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
 - (c) Provide the following documentation when requesting the credit(s):
 - Customer name and contact information;
 - Trouble Ticket number(s);
 - Date and beginning/end time of the claimed Outage or failed SLA metric;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
 - (a) Open a Trouble Ticket regarding the Chronic Outage with the Astound CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
 - (b) Submit a written request for a remedy regarding the Chronic Outage to Customer's account manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
 - (c) Provide the following documentation when requesting the remedy:
 - Customer name and contact information;
 - Type of remedy requested (e.g., substitution or termination);
 - Trouble Ticket numbers for each individual Outage event;
 - Date and beginning/end time of each of the claimed Outages;
 - Trouble Ticket number for the Chronic Outage at issue;
 - Circuit IDs for each pertinent circuit/path; and
 - Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

5.2 Astound's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Astound. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Astound will evaluate the claim and respond to Customer within thirty (30) days. If Astound requires additional information in order to evaluate Customer's claim, Astound will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Astound's request for additional information in which to provide the requested information to Astound. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Astound will promptly notify Customer of Astound's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Astound will issue the credit to Customer's account, to



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appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Astound will notify Customer of the date on which the requested substitution or termination will occur. Astound's determination regarding whether or not an SLA has been violated shall be final.

5.3 Limitations and Exclusions. Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with Astound in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Astound or Astound's Affiliates; (v) Force Majeure Events; (vi) Astound's inability (due to no fault of Astound) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Astound's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) Astound's inability to deliver Service by Customer's desired due date.

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Business Solutions Powered by **RCN** | GRANDE | WAVE

Service Order

This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, "Provider"), and the customer specified below ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement for Enterprise Services by and between Provider and Customer dated June 27, 2022 (the "MSA"). All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA, which is incorporated into this Service Order by this reference. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC.

CUSTOMER	DBA	CUSTOMER CONTACT NAME	CUSTOMER CONTACT INFO
Williamson County, T		Richard Semple	Office: Mobile: Email: rsemple@wilco.org
CUSTOMER BILLING ADDRESS		ALTERNATIVE CUSTOMER CONTACT	ALTERNATIVE CUSTOMER CONTACT INFO
301 SE Inner Loop, Suite 105, Georgetown, TX, 78626, USA			
CUSTOMER ACCOUNT NUMBER		SERVICE ORDER REFERENCE NUMBER	ACCOUNT SALES REP
0 -			Noel Turner – 775211 Chris Cox - 2618

INITIAL SERVICE TERM	SEGMENT
60 months	Enterprise

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
/29 Static IP Block (5 Usable)	1801 E Old Settlers Blvd, Round Rock, TX, 78664, USA	Cust Prem			1	\$0.00	\$0.00	\$0.00	\$0.00
DIA 10 Gb	1801 E Old Settlers Blvd, Round Rock, TX, 78664, USA	MPOE			1	\$2,500.00	\$2,500.00	\$0.00	\$0.00
/29 Static IP Block (5 Usable)	350 Discovery Blvd, Cedar Park, TX, 78613, USA	Cust Prem			1	\$0.00	\$0.00	\$0.00	\$0.00

DIA 10 Gb	350 Discovery Blvd, Cedar Park, TX, 78613, USA	MPOE			1	\$2,500.00	\$2,500.00	\$0.00	\$0.00	
/29 Static IP Block (5 Usable)	355 Texas Ave, Round Rock, TX, 78664, USA	Cust Prem			1	\$0.00	\$0.00	\$0.00	\$0.00	
DIA 10 Gb	355 Texas Ave, Round Rock, TX, 78664, USA	Cust Prem			1	\$2,500.00	\$2,500.00	\$0.00	\$0.00	
/29 Static IP Block (5 Usable)	405 Martin Luther King St, Georgetown, TX, 78626, USA	Cust Prem			1	\$0.00	\$0.00	\$0.00	\$0.00	
DIA 10 Gb	405 Martin Luther King St, Georgetown, TX, 78626, USA	MPOE			1	\$2,500.00	\$2,500.00	\$0.00	\$0.00	
/29 Static IP Block (5 Usable)	412 Vance St, Taylor, TX, 76574, USA	Cust Prem			1	\$0.00	\$0.00	\$0.00	\$0.00	
DIA 10 Gb	412 Vance St, Taylor, TX, 76574, USA	MPOE			1	\$2,500.00	\$2,500.00	\$0.00	\$0.00	
/29 Static IP Block (5 Usable)	5350 Bill Pickett Trail, Taylor, TX, 76574, USA	Cust Prem			1	\$0.00	\$0.00	\$0.00	\$0.00	
DIA 10 Gb	5350 Bill Pickett Trail, Taylor, TX, 76574, USA	MPOE			1	\$2,500.00	\$2,500.00	\$0.00	\$0.00	
/29 Static IP Block (5 Usable)	8160 Chandler Rd, Hutto, TX, 78634, USA	Cust Prem			1	\$0.00	\$0.00	\$0.00	\$0.00	
DIA 10 Gb	8160 Chandler Rd, Hutto, TX, 78634, USA	Cust Prem			1	\$2,500.00	\$2,500.00	\$0.00	\$0.00	
/29 Static IP Block (5 Usable)	911 Tracy Chambers Ln, Georgetown, TX, 78626, USA	Cust Prem			1	\$0.00	\$0.00	\$0.00	\$0.00	
DIA 10 Gb	911 Tracy Chambers Ln, Georgetown, TX, 78626, USA	MPOE			1	\$2,500.00	\$2,500.00	\$0.00	\$0.00	
NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.							TOTALS	\$20,000.00		\$0.00

Note: The charges listed above do not include applicable taxes, fees and surcharges.

NOTES

The Interlocal Purchasing System - 200105 (TIPS #)









Agenda Item #18, CC 7.12.22 Internet Upgrades MSA Astound Business Solutions for IT (Mary)

Final Audit Report

2022-07-13

Created:	2022-07-12
By:	Andy Portillo (andy.portillo@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzCFKanOV8Y4KOgJSHTa7mqLKcsdXwLy-

"Agenda Item #18, CC 7.12.22 Internet Upgrades MSA Astound Business Solutions for IT (Mary)" History

-  Document created by Andy Portillo (andy.portillo@wilco.org)
2022-07-12 - 5:01:57 PM GMT- IP address: 66.76.4.65
-  Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2022-07-12 - 5:07:06 PM GMT
-  Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2022-07-12 - 5:33:22 PM GMT- IP address: 104.47.65.254
-  Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2022-07-12 - 5:33:34 PM GMT- IP address: 66.76.4.65
-  Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2022-07-12 - 5:33:34 PM GMT
-  Email viewed by Bill Gravell (bgravell@wilco.org)
2022-07-12 - 5:34:00 PM GMT- IP address: 40.94.29.254
-  Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2022-07-13 - 1:16:41 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Agreement completed.
2022-07-13 - 1:16:41 PM GMT





Business Solutions Powered by **RCN** | **GRANDE** | **WAVE**

Service Order

This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, "Provider"), and the customer specified below ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement for Enterprise Services (the "MSA") executed separately between Provider and Customer. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC.

CUSTOMER	DBA	CUSTOMER CONTACT NAME	CUSTOMER CONTACT INFO
Williamson County			Office: Mobile: Email:
CUSTOMER BILLING ADDRESS		ALTERNATIVE CUSTOMER CONTACT	ALTERNATIVE CUSTOMER CONTACT INFO
			Office: Mobile: Email:
CUSTOMER ACCOUNT NUMBER		SERVICE ORDER REFERENCE NUMBER	ACCOUNT SALES REP
0 -			Chris Cox - 772618

INITIAL SERVICE TERM	SEGMENT
12 months	Enterprise

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
E-LAN 10 Gb	405 Martin Luther King St , Georgetown, TX 78626, USA	Cust Prem	N/A		1	\$2,500.00	\$2,500.00	\$0.00	\$0.00
E-LAN 10 Gb	412 Vance St , Taylor, TX 76574, USA	Cust Prem	N/A		1	\$2,500.00	\$2,500.00	\$0.00	\$0.00
E-LAN 10 Gb	5350 Bill Pickett Trail , Taylor, TX 76574, USA	Cust Prem	N/A		1	\$2,500.00	\$2,500.00	\$0.00	\$0.00

E-LAN 10 Gb	8160 Chandler Rd , Hutto, TX 78634, USA	Cust Prem	N/A		1	\$2,500.00	\$2,500.00	\$0.00	\$0.00	
NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.							TOTALS	\$10,000.00		\$0.00

Note: The charges listed above do not include applicable taxes, fees and surcharges.

NOTES

This is a 4 site E-LAN Connections that will be in place until Williamson County is ready to accept the 10Gb DIA connections. There will be no penalty when Williamson County disconnects these E-LAN Connections.
Grande Communications Networks LLC - Vendor Contract 230105 (Technology Solutions Products and Services)

Important Notice Regarding E911 Service. The telephone Services provided hereunder are provided by Provider's Internet Protocol voice network (aka "VoIP"). Federal Communications Commission rules require that providers of VoIP phone services remind customers of these important E911 facts: (i) Provider needs a correct service site address in order to deliver accurate location information to E911; (ii) If you move your VoIP phone equipment to a different physical address, you must call Provider immediately to update the location information, otherwise E911 will not have your correct location information on file; (iii) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a power outage; (iv) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended. **By signing below Customer indicates that Customer has read and understands this notice regarding E911 service.**

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

Authorized Customer Signature

Printed Name

Title

Date Signed

DocuSigned by:

Delina Anderson
BE27412E7E744EA...

Authorized Provider Signature

Delina Anderson

Printed Name

Director

Title

11/9/2023

Date Signed



SERVICE ORDER
Astound Business Solutions, LLC / Williamson County

PROPRIETARY AND CONFIDENTIAL

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1096071

Date Filed:
11/17/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Astound Business Solutions, LLC
Princeton, NJ United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202483
E-LAN Service Order

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Stonepeak Tiger Holdings I, LLC, a Delaware limited liability company	New York, NY United States	X	
Stonepeak Tiger Holdings II, LP, a Delaware limited partnership	Princeton, NJ United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Delina Anderson, and my date of birth is [REDACTED].

My address is 500 Tittle Dr (street), Lewisville (city), TX (state), 75056 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of Texas, on the 17 day of November, 2023.
(month) (year)

Delina Anderson
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2023-1096071

Date Filed:
 11/17/2023

Date Acknowledged:
 11/17/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Astound Business Solutions, LLC
 Princeton, NJ United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 202483
 E-LAN Service Order

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stonepeak Tiger Holdings I, LLC, a Delaware limited liability company	New York, NY United States	X	
	Stonepeak Tiger Holdings II, LP, a Delaware limited partnership	Princeton, NJ United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

Commissioners Court - Regular Session

24.

Meeting Date: 12/05/2023

Approval of Purchase of CRADLEPOINT INC from GTS Technology Services for Information Systems

Submitted For: Joy Simonton

Submitted By: Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Purchase #202484 between Williamson County and GTS Technology Services for CRADLEPOINT INC for a total amount of \$75,746.00 pursuant to DIR contract #DIR-CPO-4751.

Background

The approval of this purchase will benefit Information Systems by providing life cycle replacement in-car routers for public safety vehicles (law enforcement and Emergency Medical Services). These routers provide a network connection to their in-car computers. Funding source is 01.0100.0503.003010 as per FY24 budget. The department point of contact is Thomas Piche.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

GTS Cradlepoint Redacted Quote

GTS Cradlepoint Form 1295

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 11/30/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

11/30/2023 08:57 AM

11/30/2023 09:19 AM

Started On: 11/20/2023 01:44 PM



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

Quote

Quote #: [REDACTED]
Date: 11/8/2023
Delivery Date:
Expire Date: 12/29/2023
Customer ID: [REDACTED]
Sales Contact: Jacob Jiongo

QUOTE FOR:	SHIP TO:
Williamson County	Williamson County

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Scott Sizemore
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	MB01-19005GB-GA: CRADLEPOINT INC : 1-yr NetCloud Mobile Performance Essentials Plan and R1900 router with WiFi (5G modem), no AC power supply or antennas, Global	DIR-CPO-4751	55.00	EACH	\$1,377.20	\$75,746.00

NOTE: MSRP: \$1,999.00
 DIR-CPO-4751
 MAX DIR Price: \$1,744.13

Total Weight (EACH):	0	Sales Total:	\$75,746.00
Total Volume (EACH):	0	Freight & Misc.:	\$0.00
<i>Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.</i>		Tax Total:	\$0.00
		Total (USD):	\$75,746.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 GTS Technology Solutions, Inc.
 Austin, TX United States

Certificate Number:
 2023-1096873

Date Filed:
 11/21/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Williamson County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 202484
 Cradlepoint Inc.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Grant, Laura	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

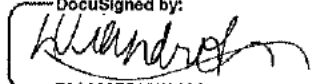
6 UNSWORN DECLARATION

My name is Diandra Ford Wing, and my date of birth is [REDACTED]

My address is 9211 Waterford Centre Blvd., Suite 275, Austin, TX, 78758, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 21 day of November, 2023.
(month) (year)

DocuSigned by:


Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 GTS Technology Solutions, Inc.
 Austin, TX United States

Certificate Number:
 2023-1096873

Date Filed:
 11/21/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Williamson County

Date Acknowledged:
 11/21/2023

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 202484
 Cradlepoint Inc.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Grant, Laura	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

Commissioners Court - Regular Session

25.

Meeting Date: 12/05/2023

Approval of Quote for NetMotion Support from Mobile Wireless, Inc. for Information Systems

Submitted For: Joy Simonton

Submitted By: Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Renewal #202486 between Williamson County and Mobile Wireless LLC, in the amount of \$72,729.68, for NetMotion Support, per the terms of DIR Contract #DIR-CPO-4723.

Background

Approval of this quote gives complete platform access to the NetMotion platform and all of its features, powering security, visibility and connectivity use-cases. It includes the software defined perimeter, enterprise virtual private network and experience monitoring solutions. The service period is 11.16.23-11.15.24. The funding is 01.0100.0523.004505 as per FY24 budget. The department point of contact is Chris Slaughter.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Mobile Wireless Renewal
Form 1295 Mobile Wireless

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Misty Brooks
Final Approval Date: 11/30/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/29/2023 04:48 PM
11/30/2023 09:22 AM
Started On: 11/21/2023 11:40 AM



9/25/2023

Presented by – Mobile Wireless LLC

Chris Slaughter
Williamson County
301 SE Inner Loop Ste 105
Georgetown, TX 78626
(512) 818-0254
Chris.Slaughter@wilco.org

Re: NetMotion Complete renewal revised – DIR-CPO-4723

NetMotion Complete renewal

Item	SKU	QTY	Retail Price	DIR % Disc	Actual % Disc	Price	Extended Price
COMPLETE Platform Full access to the NetMotion platform and all of its features, powering security, visibility and connectivity use-cases. Includes the software defined perimeter (SDP), enterprise VPN and experience monitoring solutions. (Effective from 11/16/2023 through 11/15/2024)	NMCOMPCONRNW	1081	\$120.00	2%	43.93%	\$67.28	\$72,729.68
Total							\$72,729.68

Respectfully,

Alan McClintock
Mobile Wireless LLC
Phone: (972) 516-1365
alan@mobwireless.com

Mobile Wireless LLC – 3608 Austin Ct., Flower Mound, TX 75028 – 214.850.9886

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2023-1096910

Date Filed:
 11/21/2023

Date Acknowledged:
 11/28/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Mobile Wireless LLC
 Flower Mound, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 202486
 NetMotion/Absolute Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Mobile Wireless LLC
Flower Mound, TX United States

Certificate Number:
2023-1096910

Date Filed:
11/21/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202486
NetMotion/Absolute Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Alan McClintock and my date of birth is [REDACTED]

My address is 3608 Austin Ct. Flower Mound TX 75028 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Denton County, State of Texas on the 28th day of November, 2023.
(month) (year)


 Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

26.

Meeting Date: 12/05/2023

Approval of Purchase Agreement for EASE50 Video Streaming Services from Granicus, LLC for Information Services

Submitted For: Joy Simonton

Submitted By: Koren Shannon, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Purchase Agreement #202428 for EASE50 Video Streaming Services from Granicus LLC in the amount of \$10,207.80 for one year, utilizing cooperative contract TIPS #220105, and authorize the execution of the agreement.

Background

Approval of this item will support the operations of Williamson County Information Services Department. EASE50 Video Streaming Services by Granicus, LLC allows local governments to fully outsource the operation and production of multi-camera broadcast for public meetings. Funding source is 01.0100.0503.004505 as per FY24 budget. Department point of contact is Tammy McCulley. The vendor is publicly traded, 1295 form is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Granicus, LLC EASE50

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Koren Shannon
Final Approval Date: 11/30/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/30/2023 08:47 AM
11/30/2023 09:23 AM
Started On: 11/22/2023 10:09 AM

**Procurement Vehicle: TIPS 220105
In Support of: Williamson County TX****ORDER DETAILS**

Prepared By: Justine Torres
Phone:
Email: justine.torres@granicus.com
Order#: Q-298478
Prepared On: 27 Oct 2023
Expires On: 30 Nov 2023

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 31 Oct 2023
Initial Order Term End Date: 31 Oct 2026
Period of Performance: 11/01/2023 - 10/31/2024

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
EASE™ 50	Annual	1 Each	\$10,207.80
SUBTOTAL:			\$10,207.80

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Nov 2024 - 31 Oct 2025	01 Nov 2025 - 31 Oct 2026
EASE™ 50	\$10,922.35	\$11,686.91
SUBTOTAL:	\$10,922.35	\$11,686.91

PRODUCT DESCRIPTIONS

Solution	Description
EASE™ 50	EASE™ 50 Managed Service Saas: Up To 50 Indexed Meetings per year (EASE™) - Includes Media On- Demand, 24/7 LIVE Stream and up to 120 hours of additional specialty content per year (No staff involvement-Hands Free).

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-298478 dated 27 Oct 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Williamson County TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Terms & Conditions of TIPS Contract# 220105 are incorporated herein by reference.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-298478 dated 27 Oct 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

TIPS 220105	
Signature:	
Name:	
Title:	
Date:	

Commissioners Court - Regular Session

27.

Meeting Date: 12/05/2023

Approval of Professional Services Agreement for Application Programming Interface Development with Tyler Technologies, Inc. for Information Systems

Submitted For: Joy Simonton

Submitted By: Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Professional Services Agreement #202488 between Williamson County and Tyler Technologies for development of an application programming interface (API) for a total amount of \$32,430.00, and exempting Tyler Technologies from competitive requirements per Texas Local Government Code §262.024(a)(7)(D)[captive replacement parts or components for equipment], and authorize the execution of this agreement.

Background

Williamson County is developing an Attorney Portal that requires communication with Odyssey in order to provide Defense Attorneys with the ability to update their availability. This development request with Tyler Technologies is to create the API that will be used to transmit updated messages to the Odyssey database. Funding source is 01.0100.0503.004100 as per FY24 budget. Department point of contact is Deanna Saucedo. Tyler Technologies is publicly traded, therefore no Form 1295 is required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Redacted Tyler API PSA

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Misty Brooks
Final Approval Date: 11/29/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/29/2023 04:02 PM
11/29/2023 04:11 PM
Started On: 11/27/2023 01:08 PM



Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Williamson County, TX (the "Client") as of the last date written below (the "Effective Date").

Background

WHEREAS, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

WHEREAS, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:

- A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.
B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

Schedule 1

Table with 4 columns: DESCRIPTION OF SERVICES, HOURS, RATE/HR, T&M AMOUNT. Rows include Analysis/Design (PDD Creation), Development, QA, Project Management, and a TOTAL CONTRACT AMOUNT of \$32,430.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto.

TYLER TECHNOLOGIES, INC.

CLIENT

By: Sherry Clark (Nov 6, 2023 03:15 CST)

By: _____

Name: Sherry Clark

Name: _____

Title: Group General Counsel

Title: _____

Date: 11.06.2023

Date: _____

**Professional Services Agreement
Terms and Conditions**

1. Services. Tyler shall perform the services set forth in Schedule 1.

2. Compensation. Tyler shall perform its services hereunder on a time and materials basis at the rates specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating

3. Term and Termination. This Agreement shall commence as of the Effective Date and shall continue until terminated or all work is complete (the "Term"). The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

4. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

5. Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

6. Limitation of Liability.

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF EITHER PARTY; (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.

7. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

8. Insurance. Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

9. Miscellaneous.

(a) Tax Exempt Status. Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

(b) Assignment. Neither Tyler nor the Client shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Entire Agreement. This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.

(e) Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

(f) Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

(g) Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

(h) No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

(i) Equitable Relief. Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a Court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

(j) Survival. The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.

Commissioners Court - Regular Session

28.

Meeting Date: 12/05/2023

Approval of Purchase for Enterprise Supervision from Tyler Technologies, Inc. for Information Services

Submitted For: Joy Simonton

Submitted By: Koren Shannon, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Professional Services Agreement between Williamson County and Tyler Technologies Inc for adding improvements to the Enterprise Supervision in the amount of \$2,520.00 and authorizing the execution of the Professional Services Agreement.

Background

The approval of this Professional Services Agreement will benefit Williamson County Information Systems Department. Tyler Technologies requests a fixed amount of \$2,520.00 for improvements made to the Enterprise Supervision system to improve transparency for compliance and audits, and the Indigency Application form template. Funding source is 01.0100.0503.004100 as per FY24 Budget. The department point is Deanna Saucedo in Information Systems. Vendor is publically traded, 1295 form not required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Enterprise Supervision Professional Service Agreement

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Koren Shannon
Final Approval Date: 11/29/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/29/2023 04:03 PM
11/29/2023 04:12 PM
Started On: 11/28/2023 09:37 AM



Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and the Williamson County, TX (the "Client") as of the last date written below (the "Effective Date").

Background

WHEREAS, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

WHEREAS, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:

- A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.
- B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

Schedule 1

DESCRIPTION OF SERVICES	FIXED AMOUNT
<p>DEVELOPMENT:</p> <ul style="list-style-type: none"> • Revise Financial Assessment Form, Page 2 – the revision entails updating wording and add an additional section to be completed by the Judge. <p>No travel expenses, as all work will be completed remotely.</p> <p>CLIENT: Williamson County, TX. – Enterprise Supervision</p>	<p>\$2,520</p>
	<p>Total Contract Amount</p> <p>\$2,520</p>

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto.

TYLER TECHNOLOGIES, INC.

WILLIAMSON COUNTY, TX.

By: Sherry Clark
Sherry Clark (11/06/23 08:16 CST)

By: _____

Name: Sherry Clark

Name: _____

Title: Group General Counsel

Title: _____

Date: 11.06.2023

Date: _____

Professional Services Agreement Terms and Conditions

1. Services. Tyler shall perform the services set forth in Schedule 1.

2. Compensation. Tyler shall perform its services hereunder for the fixed fee specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc.– Operating

3. Term and Termination. This Agreement shall commence as of the Effective Date and shall continue until terminated or all work is complete (the "Term"). The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

4. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

5. Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

6. Limitation of Liability.

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF EITHER PARTY; (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.

7. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

8. Insurance. Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

9. Miscellaneous.

(a) Tax Exempt Status. Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

(b) Assignment. Neither Tyler nor the Client shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Entire Agreement. This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.

(e) Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

(f) Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

(g) Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

(h) No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

(i) Equitable Relief. Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a Court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

(j) Survival. The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.


2023.11.06-TX Williamson County-ES-PSA-Update Fin. Assess. Form


Final Audit Report


2023-11-06


Created:	2023-11-06
By:	Stephanie Brooks (stephanie.brooks@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2ApOn_q8tp51AZdHEct9L5p7I9j7WB5Z


"2023.11.06-TX Williamson County-ES-PSA-Update Fin. Assess . Form" History


 Document created by Stephanie Brooks (stephanie.brooks@tylertech.com)
2023-11-06 - 2:16:07 PM GMT- IP address: 163.116.253.50

 Document emailed to sherry.clark@tylertech.com for signature
2023-11-06 - 2:16:28 PM GMT

 Email viewed by sherry.clark@tylertech.com
2023-11-06 - 2:16:42 PM GMT- IP address: 163.116.253.57

 Signer sherry.clark@tylertech.com entered name at signing as Sherry Clark
2023-11-06 - 2:16:52 PM GMT- IP address: 163.116.253.57

 Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2023-11-06 - 2:16:54 PM GMT - Time Source: server- IP address: 163.116.253.57

 Agreement completed.
2023-11-06 - 2:16:54 PM GMT

Commissioners Court - Regular Session

29.

Meeting Date: 12/05/2023

Approval of Contract Renewal #1 for #202369 for Digital Pet Tags from PetHub, Inc. for the Williamson County Animal Shelter

Submitted For: Joy Simonton

Submitted By: Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of #202369 Digital Pet Tags for Williamson County Regional Animal Shelter, contract renewal option #1, for the same pricing, terms and conditions for the term of December 13, 2023 - December 12, 2024, with Pethub, Inc.

Background

This is the first option for renewal for #202369 Digital Pet Tags. Digital pet ID tags contain owner's information and the pet's health and vaccination data in a database and also with a QR code on the tag. The tag functions like a microchip, but makes reuniting a lost pet easier, as most people have a smartphone that can read a QR code, but very few have a microchip reader. Tags will be used for all animals that are taken in at the shelter and for pets that are adopted out. The Williamson County Regional Animal Shelter Department has confirmed that the vendor met all the County requirements for this contract and requests renewal. Funding Source is 01.0545.0545.004968. The Department Point of Contact is Linda Gunter.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Renewal #1 Form and Original Agreement
Form 1295 PetHub Inc

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kim Chappius
Final Approval Date: 11/29/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/29/2023 04:18 PM
11/29/2023 04:22 PM
Started On: 11/28/2023 08:54 AM



Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	202369	Department:	ANIMAL SHELTER
Vendor Name:	PETHUB INC		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 FOR DIGITAL PET TAGS			
Type of Contract:	OFF-CONTRACT	Start Date:	12/13/2023
Purchasing Contact:	KIM CHAPPIUS	End Date:	12/12/2024
Department Contact:	LINDA GUNTER		
<ul style="list-style-type: none"> Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract. PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> COMPLETED 1295 FORM; AND RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. Extend Contract for the 1st of Two (2) year renewal option periods: 			
Renewal Option Period 2 Renewal Option Period 1 December 13, 2023 – December 12, 2024 Initial Contract Period December 13, 2022 – December 12, 2023			
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE			
Vendor _____	PetHub Inc	Williamson County, 710 Main St., Georgetown, TX 78626	
Name _____	Lorien Clemens	Bill Gravell, Jr	
Title _____	CEO	Williamson County Judge	
Signature _____	<i>Lorien Clemens</i>	Signature _____	
Date _____	2023-11-08	Date _____	

PURCHASE AGREEMENT (PetHub Custom Tag Program)

The terms below will govern the sale of merchandise relating to custom digital ID tags (“Merchandise”) by PetHub, Inc. (“Seller”) to Williamson County Regional Animal Shelter (“Purchaser”), for distribution of the custom digital ID tags by Purchaser expected to commence on or about 2023-01-01 and conclude on or about 2023-12-31 (such period, the “Initial Term”). This Purchase Agreement may be reviewed on an annual basis following the Initial Term for approval of additional Terms of up to two years, upon written agreement of the parties.

1. Prices: Subsidized merchandise price and minimum order quantities are set forth as noted in Schedule A, attached hereto.

2. Distribution Expectations: Purchaser acknowledges that a Citizen tag activation rate for distributed tags on PetHub.com greater than or equal to 35% will result in the best Shelter Share rewards.

3. Invoicing: Seller will submit an invoice to Purchaser upon delivery of Merchandise. Payment is due within 30 days of the invoice date. ***Please advise if payment will be made via credit card so the credit card processing fee (if applicable) can be added to the invoice.***

a. Please identify which individual will receive all invoicing requests from Seller on behalf of Purchaser. Purchaser will promptly update seller if the individual or contact information changes:

Name: _____

Title: _____

Email: _____

Phone: _____

b. Choose Method of Payment: Check, EFT, Credit Card (CC Transactions over \$1,000 will incur a 3.9% credit card processing fee)

Check

EFT

Credit Card

PURCHASE AGREEMENT (PetHub Custom Tag Program)

c. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Purchaser 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 Purchaser 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 Purchaser'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.

4. Dispute Resolution: This Purchase Agreement shall be governed by Texas State Law, and venue shall be Williamson County, Texas. Any dispute arising from this Purchase Agreement shall first be addressed by the parties through informal dispute resolution procedures conducted in good faith. If the parties do not resolve the dispute within thirty days of the date of the first dispute resolution meeting, the parties agree to arbitrate the dispute in a mutually agreed-upon place with a mutually agreed-upon court-approved arbitrator, the costs of which shall be borne equally by the parties. The results of such arbitration shall be binding upon both parties. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this contract.

5. Production & Shipping: Due to the custom nature of these tags, **production will not begin until this Purchase Agreement is signed and the invoice has been paid in full and received by Seller. If outstanding invoices exist, they must also be paid in full before the order will be placed by Seller.**

a. The expected delivery date of 12-31-22 is contingent on receipt of a signed Purchase Agreement and signed Purchase Order on or before 11-18-22. (Unforeseen circumstances such as delays in customs, inclement weather, labor strikes or other unforeseeable events may extend this delivery period.)

b. Standard non-expedited shipping is included in the purchase price.

c. In the event Purchaser requires expedited shipping, Purchaser will notify Seller within 15 days prior to shipping date. Purchaser is responsible for all additional costs associated with expedited shipping.

d. Schedule B (attached hereto) contains estimated non-expedited shipping time frames. Purchaser acknowledges that they have read and they understand the shipping time frames contained in Schedule B. Once Purchaser initials Schedule B, those time frames will be deemed approved and accepted by Purchaser.

PURCHASE AGREEMENT (PetHub Custom Tag Program)

6. Returns: Due to the nature of custom work that is unsaleable by any entity other than the Purchaser, the Seller will not issue any refunds after the date Purchaser signs the Art Proof and Order Form, an unsigned copy of which is attached hereto for reference. Following receipt of Merchandise, Purchaser must notify Seller of any claimed shipping error or damage within seven (7) calendar days of receipt of Merchandise. Purchaser's failure to give such notice within the seven-day period shall be deemed a waiver of Purchaser's claim for incorrect or damaged shipments. Returns may be credited to Purchaser's account or replaced at Seller's discretion. Seller makes no warranties, express or implied, with respect to the Merchandise.

PURCHASE AGREEMENT (PetHub Custom Tag Program)

Schedule A: PetHub 2021 Price List for:

Custom Tags

<i>Product Number</i>	<i>Name</i>	<i>Minimum Volume</i>	<i>List Price Per Unit</i>	<i>Unit Subtotal</i>
41-CT-SS-L	Custom Digital "Powered by PetHub" License Tags, 32mm, Standard Packaging	1,500	\$1.48	\$2,220.00
41-BS-S	Tag Activation Slips		\$0.12	\$0.00
10-INTDES	Initial Tag Design. Design only of tag and co-branded digital marketing support assets			\$250.00
				\$2,470.00

Total: \$2,470.00

* Price listed does not include sales tax. If your organization is tax exempt, and this is a resale purchase, please send an applicable tax exempt certificate to salesteam@pethub.com

PURCHASE AGREEMENT (PetHub Custom Tag Program)**Schedule B: Estimated PetHub Standard Non-Expedited Shipping Time from Production to Receiving:**

	<i>Shipped Via Air</i>			<i>Shipped via Sea</i>			
# of Tags	500-9,999	10,000-24,999	25,000-49,999	50,000-74,999	75,000-149,000	150,000-300,000	300,000+
# of Weeks	8 weeks	10 weeks	12 weeks	14 weeks	16 weeks	20 weeks	Ask your Rep

Order Confirmation Date: 11-19-22

Estimated Number of Weeks for delivery: 8 weeks

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 PetHub
 Wenatchee, WA United States

Certificate Number:
 2023-1095548

Date Filed:
 11/16/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Williamson County

Date Acknowledged:
 11/16/2023

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 202369
 Pet Tags

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Chris Bailey, and my date of birth is [REDACTED].

My address is 1250 N Wenatchee Ave STE H-12, Wenatchee, WA, 98801, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Chelan County, State of WA, on the 28 day of Nov., 2023.
(month) (year)

Chris Bailey

Signature of authorized agent of contracting business entity
 (Declarant)

Signature Certificate

Reference number: PYOME-QBPIE-L7NKJ-6TGJP

Signer

Chris Bailey
Email: bailey@pethub.com

Sent:
igned

Timestamp

28 Nov 2023 18:02:05 UTC
28 Nov 2023 18 02 06 UTC

Signature



IP address: 63.142.209.49
Location: Wenatchee, United States

Document completed by all parties on:
28 Nov 2023 18:02:06 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.



Commissioners Court - Regular Session

30.

Meeting Date: 12/05/2023

Fuels/Fire Mitigation Project at Twin Springs Preserve

Submitted By: Josh Renner, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the approval of Team Rubicon performing a fuels and fire mitigation project at Twin Springs Preserve on December 13 through 17, 2023.

Background

Team Rubicon, Inc. is a 501(c)3 organization that is volunteering to mitigate the fire potential at Twin Springs Preserve. Team Rubicon will construct a shaded fuel break at no cost to the County. Team Rubicon will be able to train and certify their volunteers as sawyers and practice event protocols in a non-emergency scenario.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Release Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Josh Renner

Final Approval Date: 11/29/2023

Reviewed By

Becky Pruitt

Date

11/29/2023 11:44 AM

Started On: 11/29/2023 10:25 AM



USE, LIABILITY AND INDEMNITY AGREEMENT

I. PARTIES

This document constitutes an agreement (“Agreement”) between Williamson County (“County”) and the entity named herein below (“User”) relating to the User’s use of County’s real property, as more fully described herein below.

II. PURPOSE

County owns property known as the Twin Springs Preserve being located near adjacent residential subdivisions. The Twin Springs Preserve contains environmentally sensitive features. County needs to maintain fuel breaks within the Twin Springs Preserve, which adjoins residential spaces in order to remove dead fuels (hereinafter referred to as the “Project”).

User is need of training and certifying individuals in the use of a chainsaws. In consideration for allowing User to use the County’s Twin Springs Preserve for purposes of chainsaw training, User has agreed to perform the Project; and the County hereby agrees to permit User to use the Twin Springs Preserve for said limited purpose.

III. LIABILITY AND INDEMNIFICATION

USER, IN USING THE COUNTY’S TWIN SPRINGS PRESERVE DOES SO AT ITS OWN RISK. COUNTY SHALL NOT BE LIABLE FOR ANY DAMAGES TO PROPERTY OR DAMAGES ARISING FROM PERSONAL INJURIES SUSTAINED BY USER OR ANY OF ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS, IN, ON OR ABOUT THE COUNTY’S TWIN SPRINGS PRESERVE , OR OF ANY OTHER PORTION OF THE COUNTY’S PROPERTY, INCLUDING BUILDINGS, PARKING AREA WALKWAYS OF THE COUNTY’S TWIN SPRINGS PRESERVE , UNLESS SUCH DAMAGE OR INJURY IS CAUSED BY THE COUNTY’S NEGLIGENCE OR WILLFUL MISCONDUCT. USER ASSUMES FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE OR INJURY WHICH MAY OCCUR TO USER, ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS IN, ON OR ABOUT THE COUNTY’S TWIN SPRINGS PRESERVE OR OTHER PORTION OF THE COUNTY’S TWIN SPRINGS PRESERVE , UNLESS SUCH DAMAGE OR INJURY IS CAUSED BY THE COUNTY’S NEGLIGENCE OR WILLFUL MISCONDUCT.

USER SHALL CONDUCT ITS ACTIVITIES UPON THE COUNTY’S TWIN SPRINGS PRESERVE SO AS NOT TO ENDANGER ANY PERSON THEREON. IN CONSIDERATION OF COUNTY’S AGREEMENT TO ALLOW USER TO USE THE COUNTY’S PROPERTY, USER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES (COLLECTIVELY, THE “INDEMNIFIED PERSONS”) FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, CLAIMS, DEMANDS, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES AND LITIGATION EXPENSES) TO WHICH ANY OF THE INDEMNIFIED PERSONS MAY BECOME SUBJECT BY REASON OF, OR IN ANY WAY RELATED TO, (A) THE USE OF THE COUNTY’S TWIN SPRINGS PRESERVE BY USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS OR BREACHES OF APPLICABLE CODES, LAWS, RULES AND REGULATIONS BY THE USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS, (B) ANY ACTION, OMISSION OR NEGLIGENCE, WHETHER IN WHOLE OR IN PART, OF THE USER OR ITS AGENTS, CONTRACTORS,

EMPLOYEES, OR GUESTS. THE INDEMNIFIED PERSONS SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND THE USER HEREBY RELEASES AND FOREVER DISCHARGES THE INDEMNIFIED PERSONS FROM, ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY OF USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS IN, ON OR AROUND THE COUNTY'S TWIN SPRINGS PRESERVE OR OTHER PORTION OF THE COUNTY'S PROPERTY RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THEFT AND VANDALISM. IN NO EVENT SHALL ANY INDEMNIFIED PERSONS BE LIABLE TO USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, , OR GUESTS FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES SUFFERED OR INCURRED BY USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS AS A RESULT OF THE ACTIONS OR OMISSIONS OF ANY INDEMNIFIED PERSON.

User shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the User's use of the County's Twin Springs Preserve. User shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to User and/or its agents, contractors, employees, or guests, all other persons in, on or around the County's Twin Springs Preserve and all property in, on or around the County's Twin Springs Preserve, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. User hereby agrees to obtain insurance with coverage limits acceptable to County and name County as an Additional Insured.

The terms of this Liability and Indemnification provision shall survive any termination of this Agreement.

IV. TERM OF AGREEMENT

The User shall be allowed to use the County's Twin Springs Preserve from **6:00 a.m. on December 13, 2023, until 5:00 p.m. on December 17, 2023.**

EXECUTED BY THE PARTIES TO BE EFFECTIVE AS OF THE DATE OF THE LAST PARTY'S EXECUTION BELOW:

County:

Williamson County
710 Main Street, Suite 101
Georgetown, TX 78626

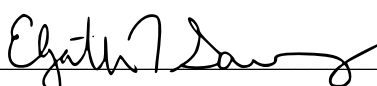
Date: _____, 20__

By: _____
Bill Gravell, Jr.
Williamson County Judge

User:

Team Rubicon, Inc.
6171 W. Century Blvd.
Suite 310
Los Angeles, CA 90045

Date: Nov 28, 2023

By: _____


Printed Name: Elizabeth Saunders

Official Capacity: Operations
Associate- South Texas

Commissioners Court - Regular Session

31.

Meeting Date: 12/05/2023

LE Drop Center (445P/445A/2.1) - Change Order #2

Submitted For: Dale Butler

Submitted By: Christy Matoska, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a change order from Chasco Constructors, Ltd., LLP for an increase of \$6,267.50. The new Contract Sum will be \$284,732.50. The Contract Time will be increased by thirty-one (31) days.

Background

This change order is for Chasco Constructors, Ltd., LLP to increase the Contract Sum by \$6,267.50, with the new Contract Sum of \$284,732.50. In addition, increase the substantial completion date by 31 days, with a new substantial completion date of 12/31/23.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Change Order

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Christy Matoska

Final Approval Date: 11/29/2023

Reviewed By

Becky Pruitt

Date

11/29/2023 08:57 AM

Started On: 11/28/2023 08:39 AM



CHANGE ORDER 002

FOR PROJECT: LE Drop Center Phase II Renovations

CHANGE ORDER NO: 002
 DATE OF ISSUANCE: November 30, 2023
 Contractor: Chasco Constructors, Ltd. LLP
 Project Architect: Trenton Jacobs, County Architect
 Project Engineer: N/A

NTP Date January 2, 2023

EXPLANATION:

1. Relocate main gate and electrical gate operation components to include a new access control stand.

CONTRACT CHANGE:

1. Add additional time and materials to relocate the existing gate and relocate controls: increase of \$6,267.50

Original Contract Amount.....	\$	264,867.00
Net change by previously submitted Change Orders.....	\$	13,598.00
Contract sum prior to this Change Order was.....	\$	278,465.00
Contract Sum be increased/ by this Change Order in the amount of.....	\$	6,267.50
The new Contract Sum including this Change Order will be.....	\$	284,732.50
Percentage Increase of Change Orders over Original Contract Amount		7.50%
The Contract Time will be changed by		Thirty-One (31) calendar days.
The date of Substantial Completion as of the date of this Change Order.....		December 31, 2023

RECOMMENDED BY:

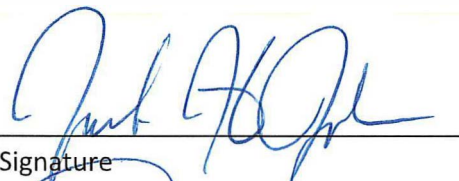
Leslie Heine
 Contractor's Printed Name


 Signature

November 28, 2023
 Date

REVIEWED BY:

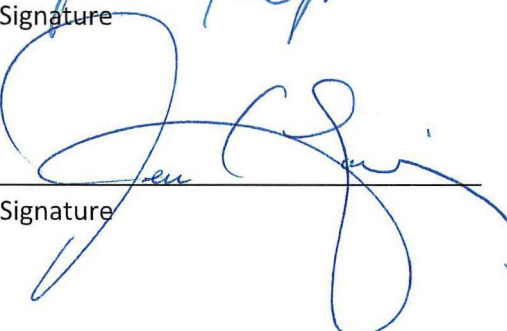
Trenton H. Jacobs
 Trenton Jacobs County Architect


 Signature

11/28/23
 Date

ACCEPTED BY:

J. Angel Gomez
 Owner's Representative
 J. Angel Gomez, Senior PM


 Signature

11/28/2023
 Date

CHASCO CONSTRUCTORS

P.O. BOX 1057
ROUND ROCK, TX 78680
Ph : 512-244-0600

Change Request

To: Angel Gomez
Williamson County

Number: 2
Date: 11/17/23
Job: 20-22113 LE DROP PHASE II

Description: Fencing

We are pleased to offer the following specifications and pricing to make the following changes:

Item#	Description	Price
	Furnish & install 20' of 6' tall wood privacy fence. Furnish & install one 20' double swing gate with new hinges, 2x4s & 1x6 pickets on existing frame	\$7,130.00
	DEDUCT to reinstall existing wood on steel double swing gate from original quote	\$-862.50
	Subtotal:	\$6,267.50
	Total:	\$6,267.50

Approved by: _____
Date: _____

Commissioners Court - Regular Session

32.

Meeting Date: 12/05/2023

Approval of Contract for Construction for Jail North Flooring Replacement with Flooring Solutions, Inc. for Facilities Management

Submitted For: Joy Simonton

Submitted By: Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Contract for Construction #202492 between Flooring Solutions, Inc. and Williamson County for the Jail North Flooring Replacement in the amount of \$56,742.00 pursuant to Sourcewell Contract # 080819-SII-2 and #080819-TFU and authorizing execution of the agreement.

Background

This project for flooring replacement will provide complete construction services and furnish all materials, equipment, tools and labor as necessary to complete the work in accordance with specifications outlined within the contract for the Jail North Flooring Replacement for pods and office area. Funding sources are 01.0100.1008.004509 and 01.0100.1008.004509. The department's point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

- Construction Contract
- Quote - Jail Pods
- Quote - Office area
- Form 1295 - Flooring Solutions

Form Review

Inbox

Purchasing (Originator)
 County Judge Exec Asst.
 Form Started By: Gretchen Glenn
 Final Approval Date: 11/29/2023

Reviewed By

Joy Simonton
 Becky Pruitt

Date

11/29/2023 01:58 PM
 11/29/2023 04:14 PM
 Started On: 11/28/2023 03:23 PM



**CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – Sourcewell –
Contract Number 080819-SII-2 &080819-TFU)**

PROJECT: Jail North Flooring Replacement (“Project”)

GENERAL CONTRACTOR: Flooring Solutions, Inc. (“GC”)
Clay Banner, Vice President
605 W Howard Lane, Suite 200
Austin, TX 78753

ARCHITECT: Williamson County Architect (“A/E”)
Trenton H. Jacobs, AIA
3101 SE Inner Loop
Georgetown, TX 78626

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

THIS CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas (“County”) and GC.

RECITALS

WHEREAS, County desires to retain a GC for the **demolition of existing flooring and installation of new flooring for jail pods and office area** (hereinafter called the "Project");

WHEREAS, County desires a GC who will render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

NOW, THEREFORE, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

ARTICLE 1 SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2 GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

2.1.1

The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2

This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3

The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," "Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 RELATIONSHIP OF THE PARTIES

GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 GENERAL CONDITIONS

2.3.1

The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2

The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3

The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3 CONTRACT TIME

3.1

County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **forty-five (45) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 LIQUIDATED DAMAGES

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1

Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Five Hundred Dollars (\$ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2

County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3

Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4 GC REPRESENTATIONS

4.1

In order to induce County to enter into this Contract, GC makes the following representations:

4.1.1

GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2

GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3

GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4

GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

4.1.5

Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6

GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7

GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 THE CONTRACT SUM

5.1 Contract Sum.

County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Fifty-Six Thousand, Seven Hundred Forty-Two Dollars (\$ 56,742)**.

5.2 Contract Payments.

Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

5.3 Owner's Contingency.

County and GC acknowledge the Work has become necessary due to **degraded materials and short funding timeframe** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Five Thousand, Six Hundred Dollars (\$ 5,600)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

5.3.1

Owner's Contingency is controlled solely by County.

5.3.2

Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

5.3.3

Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

5.3.4

For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Paragraph 5.1** above, plus the Owner's Contingency (set out in **Paragraph 5.3** above), shall serve as the original Contract price.

5.4 Allowable Overhead and Profit Markup on Changes in the Work.

In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.4.1

For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.4.2

For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

**ARTICLE 6
PROJECT TEAM**

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

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

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

binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

GC's Designated Representative for purposes of this Contract is as follows:

Flooring Solutions, Inc.
Clay Banner, Vice President
605 W Howard Lane, Suite 200
Austin, TX 78753

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

ARTICLE 7

NOTICE

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

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

With copy to: Williamson County Facilities Management
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street

Georgetown, Texas 78626

GC: Flooring Solutions, Inc.
605 W Howard Lane, Suite 200
Austin, TX 78753

Attention: Clay Banner
Vice President

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

ARTICLE 8 DISPUTE RESOLUTION

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS

Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY

Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 GOVERNING LAW

This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

9.4 ASSIGNMENT

County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

9.5 OTHER PROVISIONS

9.5.1

GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement

to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

- .1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- .3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;
- .4 that its execution of this Contract and its performance thereof is within its duly authorized powers;
- .5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and
- .6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10 SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1

This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

10.2

The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Design Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC;
and
5. The Design Documents

**ARTICLE 11
SIGNATORY WARRANTY**

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

IN WITNESS WHEREOF, County has caused this Contract 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 CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:
Flooring Solutions, Inc.

COUNTY:
Williamson County, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date Signed: _____

Date Signed: _____

EXHIBIT A

DESIGN DOCUMENTS

Design documents available in person

EXHIBIT B



MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

- A. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract/Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Contract/Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.
- B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.
- C. The Contractor shall provide and maintain, until the Work covered in the Contract/Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	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
3.	Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises, completed operations and contractual)	\$1,000,000
Aggregate policy limits:	\$2,000,000

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

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

5. Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

- a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
 - b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.
6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.
 7. Umbrella coverage in the amount of not less than \$5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

(a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (d) obtain from each other person with whom it contracts, and provide to the Contractor:
 - i. a certificate of coverage, prior to the other person beginning work on the Project; and
 - ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

E. If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

F. Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

G. **The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies.** These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

- I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- J. Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.
- K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.
- L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Contract/Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

EXHIBIT C

Williamson County

Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

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

6. Car Rental

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

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants

- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Technology Fees
- 10.27 Sales tax on goods purchased
- 10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D



UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

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- 2 OWNER**
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- 15 CLAIMS AND DISPUTES**

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

- .1** Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.
- .2** Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2

For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3

Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3 CONTRACTOR

3.1 GENERAL

3.1.1

The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2

The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

- .1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

- .2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

a) For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

b) A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

- .3 Penalty for Violation.** The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars (\$60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.
- .4 Complaints of Violations of Prevailing Wage Rates.** Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.
- .5 Arbitration Required if Violation not Resolved.** After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.
- .6 Arbitration Award.** If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars (\$60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4

The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.

In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1

The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3.** Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- .1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3

If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5

If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2

Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2

The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3

The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1

The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2

The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3

The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4

The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4

Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6

By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8

The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE 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.

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS SECTION 3.18 SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4 ARCHITECT

4.1 GENERAL

4.1.1

The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2

Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3

In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1

The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10

If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11

If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12

Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13

The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14

The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1

A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

- .1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and
- .2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.
- .3 **Review of Bids or Proposals.** Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

- .1 Contractor is in default under the Contract Documents; or
- .2 Owner has terminated the Contract in accordance with the Contract Documents; and
- .3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2

Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3

Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4

The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1

The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2

When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3

The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1

The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2

If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3

The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4

The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5

The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6

All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

7.1 GENERAL

7.1.1

Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2

A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3

Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1

A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1** The change in the Work;
- .2** The amount of the adjustment, if any, in the Contract Sum; and
- .3** The extent of the adjustment, if any, in the Contract Time.

7.2.2

Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3

Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1

A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2

A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3

If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in **Paragraph 7.3.7**.

7.3.4

If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6

A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7

If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8 TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

- .1** Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.
- .2** Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

- .1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.
- .2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.
- .3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

- .1 An increase in working forces.
- .2 An increase in equipment or tools.
- .3 An increase in hours of work or number of shifts.
- .4 Expedite delivery of materials.
- .5 Other action proposed, if acceptable to Owner.

8.4.2

Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contractor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1

Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2

When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

- .1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

- A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.
 - B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.
- .2 Excusable Delay.** Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:
- A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.
 - B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.
 - C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.
 - D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.
 - E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.
 - F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.
 - G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

- .1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.
- .2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.
- .3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

- .1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.
- .2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2.**, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

- .1** As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.
- .2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- .3** If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

- a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;
- b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;
- c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars (\$5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;
- d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and
- e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

- .1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.
- .2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.
- .3 **Retainage.** The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.
- .4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
- .7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);
- .8 failure to include sufficient documentation to support the amount of payment requested for the Project;
- .9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or
- .10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2

When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1

The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2

The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3

The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4

Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5

A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1

If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2

If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1

Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2

When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3

Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4

When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5

The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1

The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2

The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3

The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7

The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9

When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10

The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1

The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

- .1 Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.
- .2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.
- .3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor’s negligence or breach of the Contract.
- .4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
- .5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars (\$50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3

A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars (\$25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.

Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5

Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6

Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7

Each bond shall be accompanied by a valid Power-of-Authority (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8

The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9

Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.

Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.

When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars (\$25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12

Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1

Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2

If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1

If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2

If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1

The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

- .1** In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

- .2** The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2

If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3

If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5

If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1

one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

- .1 fails to commence the Work in accordance with the provisions of the Contract,
- .2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,
- .3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

- .4 fails to perform any of its obligations under the Contract,
- .5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,
- .6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,
- .7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or
- .8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2

When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to **Section 5.4**; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3

When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1

The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2

The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2

Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3

Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15 CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

- .1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
- .2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1

Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2

The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4

All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY

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



124 Tk Industrial
 Hutto TX 78634
 Phone : (512) 335-8089 / Fax: (512) 258-2581

Attn: THOMAS CROCKETT

From: Clay Banner

Estimator: _____

Admin: _____

Revision #: _____

Date: 11/2/2023

Bid Due Date: 10/5/2023

Plan Date: _____

Addendum : _____

Proposal

To

Project

WILLIAMSON COUNTY
 3101 SE INNER LOOP
 GEORGETOWN, TX 78626

WILCO JAIL PODS 16
 TARKETT ALLIANCE-168119 SOURCEWELL 080819-
 TFU
 306 W 4th St
 GEORGETOWN, TX

Phone: (512) 943-3261-

PROPOSAL DESCRIPTION

				<i>Quantity</i>	<i>Line Total</i>
1	STAIR NOSING FUTURA INDUSTRIES STAIR NOSING LVT #606 4MM	ETCHED ALUMINUM	24.00 EA		1,776.00
2	INSTALLATION LABOR ONLY OF STAIR NOSING FLOORING SOLUTIONS INC. ZZLABOR	NA	24.00 EA		135.00
3	DEMO OF CARPET FLOORING SOLUTIONS INC. ZZLABOR	NA	640.00 SY		1,600.00
4	RB-1 WALL BASE SUPPLIED JOHNSONITE® WALL BASE (DC)-RUBBER-COVE-4.5" ROLL	BURNT UMBER / DC-63-4.5R	1,920.00 LF		3,920.00
5	INSTALLATION OF RUBBER BASE FLOORING SOLUTIONS INC. INSTALLATION LABOR	N/A	1,920.00 LF		3,488.00
6	LVT-1 SUPPLIED TARKETT® ID LATITUDE PLANK 6X48	HICKORY / 3405	5,800.00 SF		19,776.00
7	INSTALLATION LABOR OF VINYL PLANK FLOORING SOLUTIONS INC. LABOR	NA	5,800.00 SF		20,242.00
8	ADHESIVE MATERIALS SUPPLIED ONLY TARKETT® ADHESIVE ROLLSMART	4GAL /	8.00 EA		2,224.00

TOTAL (THESE LINE ITEMS TAX EXEMPT) \$53,161.00

All work is to be performed during normal business hours unless noted otherwise.
Only minor floor prep is included.
The filling of holes, trenches, and major floor leveling is not included unless noted otherwise.
Cleaning, waxing, vacuuming or protection of new flooring is not included unless noted otherwise.
Full payment is due ten (10) days from receipt of invoice.
Excludes moisture suppression system.
This proposal is valid for 14 days.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

Flooring Solutions, Inc. - Austin

WILLIAMSON COUNTY

Signed: _____
Clay Banner

Signed: _____

Proposal Total: \$53,161.00

Proposed Installation Start Date: _____



124 Tk Industrial
 Hutto TX 78634
 Phone : (512) 335-8089 / Fax: (512) 258-2581

Attn: SHANTIL MOORE

From: Clay Banner

Estimator: _____

Admin: _____

Revision #: _____

Date: 10/24/2023

Bid Due Date: 10/5/2023

Plan Date: _____

Addendum : _____

Proposal

To

WILLIAMSON COUNTY
 3101 SE INNER LOOP
 GEORGETOWN, TX 78626

Phone: (512) 943-1599-

Project

WILLIAMSON COUNTY JAIL CARPET AREAS
 SOURCEWELL #080819-SII-2
 306 W 4th St
 GEORGETOWN, TX 78664

DEMO AND INSTALL OF ROOMS

			<i>Quantity</i>	<i>Line Total</i>
1 C-1 CARPET SUPPLIED				
PATCRAFT COMMERCIAL CARPETS	EXPERTISE	80.00	SY	1,463.00
SKILL 24" X 24"				
2 LABOR FOR INSTALLATION OF CARPET				
FLOORING SOLUTIONS INC.	N/A	80.00	SY	599.00
LABOR ONLY				
3 DEMO OF CARPET				
FLOORING SOLUTIONS INC.	N/A	80.00	SY	250.00
DEMO				
4 RB-1 WALL BASE SUPPLIED AND INSTALLED				
JOHNSONITE®	DARK BROWN	240.00	LF	502.00
WALL BASE RECESS 4.25" COVE RUBBER RWDC	/ RWDC-44			
5 CARPET DISPOSAL				
FLOORING SOLUTIONS INC.	NA	80.00	SY	52.00
LABOR				
6 TRANSITIONS				
ROPPE® CORPORATION	BROWN	1.00	EA	13.00
ADAPTER/TRAN - VINYL - #177 - TILE/CARPET JOINER	/ 110			
7 TRANSITIONS				
ROPPE® CORPORATION	BROWN	1.00	EA	12.00
REDUCER- VINYL- #169 1/4" GLUE DOWN REDUCER	/ 110			
8 FURNITURE MOVING STANDARD WITH SOME AREAS HAVING FURNITURE LIFT ON DESKS.				
FLOORING SOLUTIONS INC.	N/A	80.00	SY	400.00
FURNITURE MOVING ESTIMATE	/ N/A			
9 FLOOR PREP ALLOWANCE				
FLOORING SOLUTIONS INC.	N/A	5.00	EA	290.00
FLOOR PREP				

TOTAL (THESE LINE ITEMS TAX EXEMPT) \$3,581.00

All work is to be performed during normal business hours unless noted otherwise.
Only minor floor prep is included.
The filling of holes, trenches, and major floor leveling is not included unless noted otherwise.
Cleaning, waxing, vacuuming or protection of new flooring is not included unless noted otherwise.
Full payment is due ten (10) days from receipt of invoice.
Excludes moisture suppression system.
This proposal is valid for 14 days.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

Flooring Solutions, Inc. - Austin

WILLIAMSON COUNTY

Signed: _____
Clay Banner

Signed: _____

Proposal Total: \$3,581.00

Proposed Installation Start Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

FLOORING SOLUTIONS IN
Hutto, TX United States

Certificate Number:
2023-1097774

Date Filed:
11/27/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

080819-SII-S & 080819-TFU
JAIL NORTH FLOORING REPLACEMENT FLOORING DEMO AND INSTALLATION

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Clay Banner, and my date of birth is 11/1/1976.

My address is _____, Hutto (city), TX (state), 78634 (zip code), Williamson (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 27 day of November, 2023.

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

33.

Meeting Date: 12/05/2023

Authorize Issuing RFSQ#24RFSQ11 General Engineering Consultant for the 2023 Road Bond Projects for Road and Bridge

Submitted For: Joy Simonton

Submitted By: Johnny Grimaldo, 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 qualifications for Engineering Services for Williamson County's 2023 Road Bond Program Projects, under RFSQ #24RFSQ11. The funding source is Road Bonds.

Background

Williamson County is soliciting qualifications from engineering firms interested in providing engineering services to assist Williamson County staff in planning and designing the projects included in the County's 2023 Road Bond Program. Budgeted amount is \$2,000,000.00. The funding source is Road Bonds, and the point of contact is Bob Daigh.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

Purchasing (Originator)
 County Judge Exec Asst.
 Form Started By: Johnny Grimaldo
 Final Approval Date: 11/30/2023

Reviewed By

Joy Simonton
 Becky Pruitt

Date

11/29/2023 04:41 PM
 11/30/2023 09:22 AM
 Started On: 11/21/2023 11:21 AM

Commissioners Court - Regular Session

34.

Meeting Date: 12/05/2023

KC Engineering 21RFSQ14 WA2 SA1 CR 313

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between KC Engineering Inc. and Williamson County dated May 31, 2022 for Engineering Design Services for the CR 313 Reconstruction project. This supplemental is to increase the maximum amount payable to \$209,390.00. Funding source: P623.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

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

Attachments

KC Engineering 21RFSQ14 WA2 SA1 CR 313

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 11/29/2023

Reviewed By

Hal Hawes

Becky Pruitt

Date

11/29/2023 09:42 AM

11/29/2023 11:42 AM

Started On: 11/28/2023 01:59 PM

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Engineering Design Services for the CR 313 Reconstruction Project

This Supplemental Work Authorization No. 1 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 31, 2022** (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **KC Engineering Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 2 dated effective **March 21, 2023** (the “Work Authorization”);

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

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

AGREEMENT

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

- I. The maximum amount payable for services under the Work Authorization is hereby increased from **\$121,680.00** to **\$209,390.00**. The revised Work Schedule is attached hereto as Attachment “C” (must be attached).

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

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

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

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

FIRM:

By: Greg Haley, P.E.
Signature

Greg Haley, P.E.
Printed Name

President
Title

November 29, 2023
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

Date

ATTACHMENT C
WORK SCHEDULE
WORK AUTHORIZATION NO. 2
SUPPLEMENTAL WORK AUTHORIZATION NO. 1

Task No.	Task Name	Duration	Time	Start	Finish
1	WA #2-SWA #1-Notice to Proceed	0	Days	1/1/2024	1/1/2024
2	Survey (by others)	0	Days	1/1/2024	1/1/2024
3	Design	90	Days	1/1/2024	3/31/2024
4	50% PS&E	5	Days	3/31/2024	4/5/2024
5	QA/QC	2	Days	4/5/2024	4/7/2024
6	Submit 50% PS&E	0	Days	4/7/2024	4/7/2024
7	County Review	5	Days	4/7/2024	4/12/2024
8	90% PS&E	50	Days	4/12/2024	6/1/2024
9	QA/QC	5	Days	6/1/2024	6/6/2024
10	Submit 90% PS&E	0	Days	6/6/2024	6/6/2024
11	County Review	5	Days	6/6/2024	6/11/2024
12	Final PS&E	10	Days	6/11/2024	6/21/2024
13	Address 90% comments	2	Days	6/21/2024	6/23/2024
14	Final Quantities	2	Days	6/23/2024	6/25/2024
15	Final Estimate	2	Days	6/25/2024	6/27/2024
16	Assemble Final PS&E	2	Days	6/27/2024	6/29/2024
17	Submit Final PS&E	1	Days	6/29/2024	6/30/2024
18	County Review	5	Days	6/30/2024	7/5/2024
19	Submit Signed and Sealed PS&E	2	Days	7/5/2024	7/7/2024
20	Right of Way Acquisition	35	Days	7/7/2024	8/11/2024
21	Bid Advertisement	35	Days	8/11/2024	9/15/2024
22	Letting	1	Days	9/15/2024	9/16/2024
23	Award and Bonds	30	Days	9/16/2024	10/16/2024
24	Construction	150	Days	10/16/2024	3/15/2025
25	Complete Project	2	Days	3/15/2025	3/17/2025

Commissioners Court - Regular Session

35.

Meeting Date: 12/05/2023

Seiler Lankes Group 22RFSQ128 WA2 SA1 CR 255

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between Seiler Lankes Group and Williamson County dated October 11, 2022 for CR 255 and CR 289 Plans, Specifications and Estimates (PS&E). This supplemental is to extend the expiration date to August 30, 2024. Funding source: P546

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Seiler Lankes Group 22RFSQ128 WA2 SA1 CR 255

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 11/30/2023

Reviewed By

Hal Hawes

Becky Pruitt

Date

11/30/2023 08:49 AM

11/30/2023 09:24 AM

Started On: 11/29/2023 04:15 PM

**SUPPLEMENTAL WORK AUTHORIZATION NO. 01 TO
WORK AUTHORIZATION NO. 02**

**WILLIAMSON COUNTY ROAD AND BRIDGE
PROJECT: CR 255 and CR 289 PS&E**

This Supplemental Work Authorization No. 01 to Work Authorization No. 02 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 11, 2022 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Seiler Lankes Group, LLC (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 02 dated effective April 26, 2023 (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:

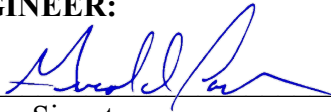
- I. The Work Authorization shall terminate on August 30, 2024. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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: 
Signature

Gerald Lankes
Printed Name

CEO
Title

11/09/2023
Date

COUNTY:

By: _____
Signature

Printed Name

Title

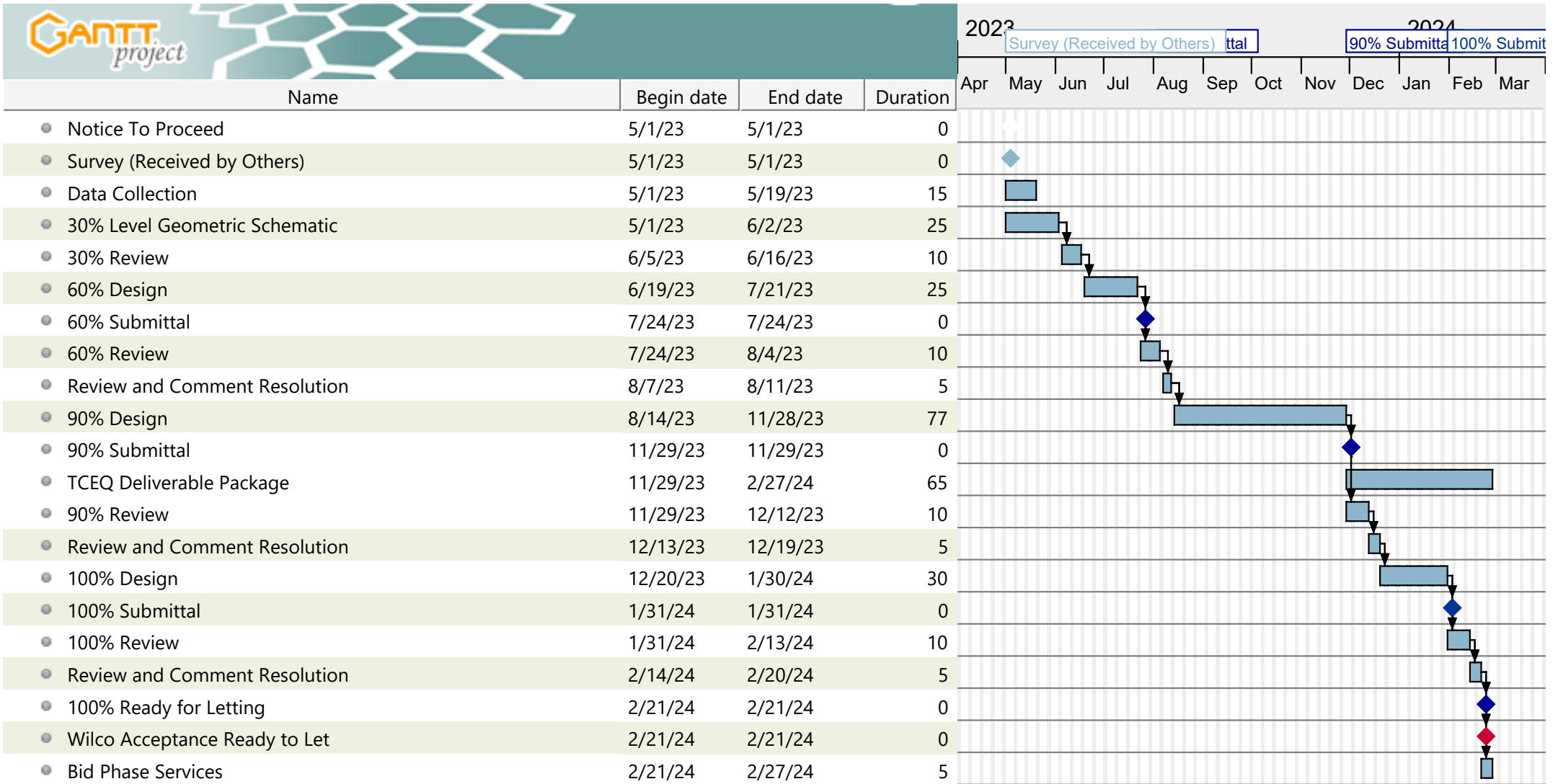
Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 2:27 pm, Nov 28, 2023

Gantt Chart



Commissioners Court - Regular Session

36.

Meeting Date: 12/05/2023

License agreement with Brushy Creek Municipal Utility District – Pct 3

Submitted For: Robert Daigh

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a license agreement with Brushy Creek Municipal Utility District – Precinct 3.

Background

This license agreement is to allow Brushy Creek Municipal Utility District to install, operate, maintain and repair improvements within Williamson County right-of-way, per the terms of the agreement.

Fiscal Impact

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

Attachments

license agreement (partially executed) - BCMUD

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 11/30/2023

Reviewed By

Becky Pruitt

Date

11/30/2023 11:40 AM

Started On: 11/30/2023 11:37 AM

ORDER NO. 23-116-05

ORDER APPROVING WILLIAMSON COUNTY LICENSE AGREEMENT

WHEREAS, Brushy Creek Municipal Utility District (the "District") is a municipal utility district created and operating under the authority of Chapters 49 and 54 of the Texas Water Code, as amended;

WHEREAS, Section 49.213(b) of the Texas Water Code authorizes a district to enter into contracts with any person or any public or private entity in the performance of any purpose or function permitted by a district;

WHEREAS, the Board of Directors of the District desires for the District to enter into the **Williamson County License Agreement**; and

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, THAT:

SECTION 1. The facts and recitations in the preamble of this Order are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. The Board of Directors hereby approves the contract attached hereto, and further authorizes the execution thereof by the President, Vice-President or General Manager of the District.

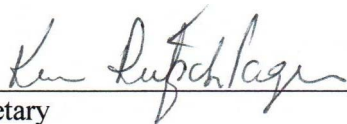
SECTION 3. Upon adoption, a copy of this Order shall be retained in the District's records and retained in accordance with the District's record retention policies.

RESOLVED this 16th day of November, 2023

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT

By: 
President

ATTEST:


Secretary

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY, TEXAS a political subdivision of the State of Texas (the “County”), and the Brushy Creek Municipal Utility District, being a political subdivision of the State of Texas (the “Licensee”), enter into this License Agreement (the “Agreement”) upon the terms and conditions set forth below.

I. **PURPOSE OF LICENSE AGREEMENT**

Licensee has requested permission from County to install, operate, maintain and repair those certain improvements identified in **Exhibit “A”** attached hereto (collectively referred to herein as the “Licensee’s Improvements”) within the Williamson County right-of-way areas more particularly described in **Exhibit “B”** attached hereto (collectively, the “Licensed Property”). Subject to the terms and conditions of this Agreement, the County grants to Licensee permission to install, repair and maintain Licensee’s Improvements in the Licensed Property. The parties acknowledge that this Agreement does not apply to, or affect any interests, rights and obligations regarding water, wastewater, drainage facilities or other utilities located or to be located within the Licensed Property pursuant to any validly issued permits or executed easements related thereto.

The County makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction, repair, operation and maintenance permitted by this Agreement shall be done in compliance with the terms and conditions of this Agreement and all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction, repair, operation and maintenance is performed.

II. **ANNUAL FEE**

The County, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County’s permission and grant of a license hereunder and Licensee’s ability to construct Licensee’s Improvements on the Licensed Property serve as consideration to support this Agreement.

III. **COUNTY’S RIGHTS TO LICENSED PROPERTY**

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the Licensed Property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the County to widen, alter or improve the Licensed Property subject to this Agreement pursuant to official action by the governing body of the County or its successors. The County does, however, agree to give Licensee at least sixty (60) days written notice of such action and shall cooperate with

Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering or improvement of the Licensed Property, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Licensee hereby agrees and acknowledges that Licensee, at its expense, shall be responsible for removal of Licensee's Improvements from the Licensed Property within sixty (60) days of County's directive to remove specified Licensee's Improvements whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property. In the event Licensee fails to remove the Licensee's Improvements to the County's satisfaction following County's directive to do so, then and in that event the County may cause the Improvements to be removed at the expense of Licensee.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property, at any time without notice to Licensee, assuming no obligation to Licensee, and remove, repair or replace, without liability to County and at Licensee's expense, any of the Licensee's Improvements thereof whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance or risk pool coverage, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than One Million and No/100 Dollars (\$1,000,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance or risk pool coverage shall specifically name the County as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the County on or before the Effective Date.

So long as Licensee is using the Licensed Property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS

A RESULT OF COUNTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE LICENSEE, 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 PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. LICENSEE 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, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS 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 LICENSEE 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.

VI. CONDITIONS

A. Plan Review. Licensee's Improvements shall not be erected, placed, constructed or altered after being constructed on any of the Licensed Property until Licensee's plans and specifications for Licensee's Improvements have been approved, in writing, by County's Engineer or its authorized representatives. Licensee's required plans and specifications for all proposed improvements shall be submitted to County's Engineer and include necessary and applicable details such as site plan, landscape plans, irrigation plans, exterior elevations, drainage and grading plans and/or exterior materials. Approval of plans is at the sole discretion of the County's Engineer. The County Engineer will review all plans in the normal course of business and will make good faith efforts to issue remarks and approvals without unreasonable delay. Once the required plans and specifications are approved by the County Engineer, Licensee hereby acknowledges and agrees that the development and use of the Licensed Property shall thereafter be in strict compliance with the approved plans and specifications or approved amendments thereto.

B. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of existing facilities on the Licensed Property. Further, Licensee shall reimburse the County for all costs of replacing or repairing any property of the County or of others which are damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

C. Maintenance. Licensee shall maintain the Licensed Property and the Licensee's Improvements. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within fifteen (15) days following written notification to Licensee, then the County may, in addition to any other remedy set out herein, remove and/or replace all of Licensee's Improvements.

D. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced on the Licensed Property shall be at Licensee's sole expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement; provided, however, any modification to existing Licensee's Improvements must comply with the Plan Review requirements set out herein.

E. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County shall give Licensee written notice thereof to the Licensee at the address set forth below. Licensee shall have sixty (60) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to County's complete satisfaction within the sixty (60) day period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within sixty (60) days of written demand by the County, all costs and expenses incurred by the County in completing the work or contracting for the work to be completed.

VII. COMMENCEMENT; TERMINATION BY ABANDONMENT

This Agreement shall be effective as of the date of the last party's execution below ("Effective Date"), and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof.

If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following fifteen (15) days written notice to the Licensee. If such abandonment has not been remedied by Licensee within such period, the County shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee's Improvements that are not removed prior to County's termination of the license subject of this Agreement shall be deemed property of the County as of the effective date of County's termination.

VIII. TERMINATION

A. Termination by Licensee. This Agreement, or portion of the Licensed Property, may be terminated by Licensee by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee shall, within the 30-day notice period, remove from the Licensed Property, or such other portion thereof that is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements that are not removed within said period shall become the property of the County. Licensee hereby agrees and acknowledges that Licensee shall be liable to County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. In addition to any other termination rights set out herein, this Agreement may be revoked and terminated at any time by County if such revocation and

termination is reasonably required by the public interest (as hereinafter set forth), after providing not less than sixty (60) days written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, revocation and termination of this Agreement is reasonably required by the public interest if:

1. the County deems, in its sole discretion, that Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
4. despite sixty (60) days written notice to Licensee, the County deems, in its sole discretion, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX. MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

B. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

C. Covenant Running With Land: Waiver of Default. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the County, which consent shall not be unreasonably withheld. In the event County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this

Agreement, including the name, date, address and contact person.

E. Notices. Excepts as specifically otherwise set forth herein, all notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be sent to the receiving party at the address identified below and be deemed to have been properly delivered and received (1) as of the time of delivery if personally delivered; (2) as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid; (3) as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid; or (4) as of the third (3rd) day following the date in which notice is sent by electronic mail (e-mail). All notices, demands and requests hereunder shall be addressed:

To Licensee At:

The address set forth below Licensee's signature block herein below.

To County At:

Williamson County Engineer
3151 S. E. Inner Loop
Georgetown, Texas 78626
E-mail: adam.boatright@wilco.org

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

or to such other addresses which either party may so designate by sending notice as aforesaid.

F. Day. Unless otherwise set forth herein, all references herein to a "day" shall mean a calendar day and not a business day.

G. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

H. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement

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

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

K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Force Majeure. If the party obligated to perform is prevented from performance by reasons for which they are not responsible or circumstances beyond their control, including, but without limitation to, “acts of God”, abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a “Force Majeure Event”). For the avoidance of doubt, Force Majeure Events include the Coronavirus (SARS Cov-2) and such related diseases (e.g. COVID- 19) outbreak., the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party and take reasonable efforts undertaken to mitigate its effects.

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

TERMS AND CONDITIONS ACCEPTED, to be effective as of the date of the last party’s execution below (the “Effective Date”).

WILLIAMSON COUNTY, TEXAS
a political subdivision of the State of Texas

By: _____

Printed Name: _____

Representative Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____, 20__

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 20__ by _____, as Presiding officer of the Williamson County Commissioners Court, on behalf of Williamson County, Texas.

NOTARY PUBLIC, State of Texas

LICENSEE:

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT,
a conservation and reclamation district of the State of Texas

By: Michael Tucker

Printed Name: Michael B. Tucker

Title: President

Date: 11/16, 2023

Address for Notice:

16318 Great Oaks Drive
Round Rock, Texas 78681
Attn: General Manager
E-mail: S.Dalton@bcmud.org

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 16 day of November, 2023 by Michael Tucker, President of Board of Directors, a _____.



Chelsea Lockhart
NOTARY PUBLIC, State of Texas

EXHIBIT "A"

LICENSEE'S IMPROVEMENTS

Licensed Improvements

1. O'Connor Median Sign: Monument sign located in median of O'Connor drive as depicted in Exhibit "B".
2. Brushy Creek Rd ROW Landscaping: Landscaping and Irrigation improvements in located in Brushy Creek Road right-of-way area as depicted in Exhibit "B".
3. Brushy Creek Rd trail lights: Three trail lights and meter box located in Brushy Creek Road right-of-way area as depicted in Exhibit "B", which were installed by the County through an interlocal agreement dated July 23, 2019, as part of project T4327 Great Oaks Drive Improvements at Brushy Creek.

EXHIBIT “B”

LICENSED PROPERTY

Exhibit "B"
 1. O'Connor Median Sign:



DATE: 7/17/2023 4:21:16 PM
 FILE: \\garver\inc_data\Projects\Drawings\2023\23147000 - BCMUD - Parks\Drawings\01_SHEETS\BCM_DEMO-ENV_01.dgn

285 SE INNER LOOP
 SUITE 110
 GEORGETOWN, TX 78626
 (512) 485-0020

GARVER
 TBPE FIRM 5773



CONTRACT#
 DRAWN BY:
 DATE:

SCALE: 1" = 50'

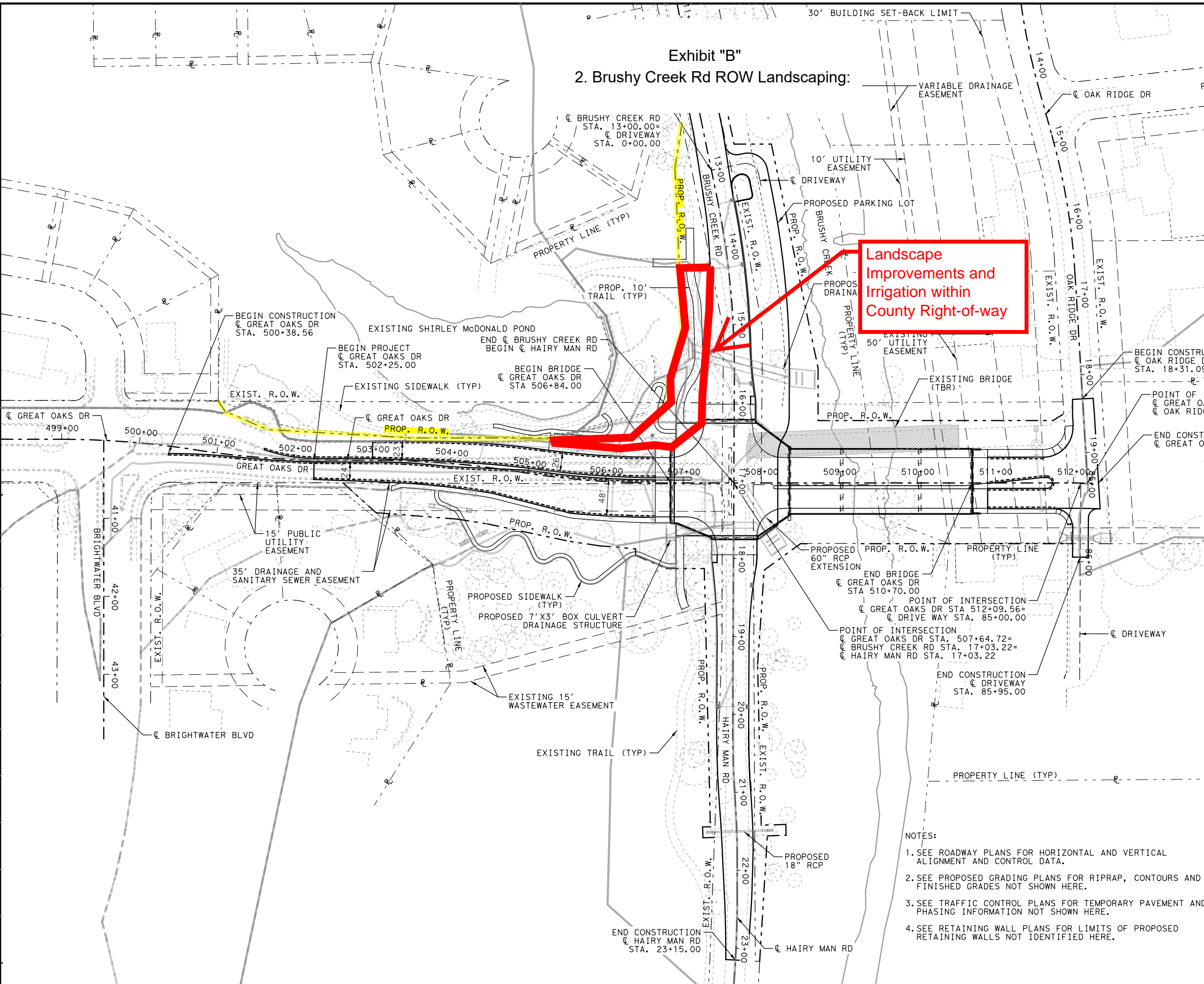
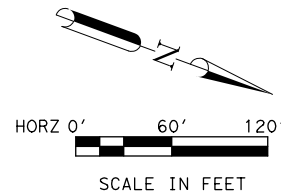
BRUSHY CREEK MUNICIPAL UTILITY DISTRICT
 O'CONNOR DRIVE MEDIAN SIGN RELOCATION
 DIMENSIONING, DEMOLITION
 AND
 EROSION CONTROL

PRELIMINARY
 SUBJECT TO REVISION

This document is released for informational purposes under the authority of LAURA M. FRIELLO, P.E. 124810 on 7/17/2023. It is not to be used for regulatory approval, permit, bidding, or construction purposes.

SHEET NO.
 2
 OF
 18

Exhibit "B"
2. Brushy Creek Rd ROW Landscaping:



Landscape Improvements and Irrigation within County Right-of-way

STATE OF TEXAS
MATTHEW JAMES WERNER
107847
LICENSED PROFESSIONAL ENGINEER

12/17/2019

WILLIAMSON COUNTY
1848

JMT
TBPE REGISTRATION NO. F-16341

PESC
P.E. Structural Consultants, Inc.
www.PEStructural.com
TBPE Firm No. F-1475

GREAT OAKS DR AT BRUSHY CREEK RD
PROJECT LAYOUT

12/18/2019 SHEET 1 OF 1

DESIGN	VLC	FED. RD. DIV. NO.	6	FEDERAL AID PROJECT NO.		HWY NO.	
DRAWN	JC	STATE	TEXAS	DISTRICT	AUS	COUNTY	WILLIAMSON
DES CHECK	RJM						
GR CHECK	WES						

4 OF 491

- NOTES:
1. SEE ROADWAY PLANS FOR HORIZONTAL AND VERTICAL ALIGNMENT AND CONTROL DATA.
 2. SEE PROPOSED GRADING PLANS FOR RIPRAP, CONTOURS AND FINISHED GRADES NOT SHOWN HERE.
 3. SEE TRAFFIC CONTROL PLANS FOR TEMPORARY PAVEMENT AND PHASING INFORMATION NOT SHOWN HERE.
 4. SEE RETAINING WALL PLANS FOR LIMITS OF PROPOSED RETAINING WALLS NOT IDENTIFIED.

100% SUBMITTAL

ITEM	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	11
	RUN LENGTH (FT)	180	5	40	101	15	15	21	24	35	17	17
GROUND	#10 BARE	1	1	1	1	1	1	1	1	1	1	1
ILLUMINATION	#10 XHHW	8	8	8	6	2	2	2	2	2	4	4
CONDUITS	2" PVC (SCH. 80)	1	1	1	1							
	2" PVC (SCH. 80) BORE											
	2" RIGID METAL					1	1	1	1	1	1	1

Exhibit "B"
3. Brushy Creek Rd trail lights (Page 1 of 2):

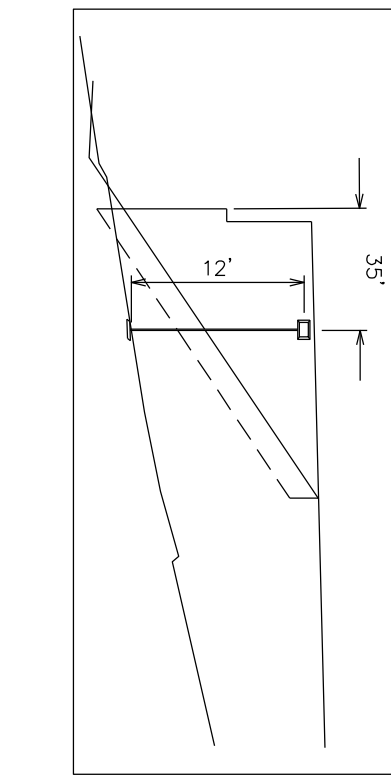
28	29	30	31	32	33	34	35	36	37	38	39	40	41	TOTAL (LF)
10	17	17	17	70	121	98	23	5	166	40	37	12	95	1644
1	1	1	1	1	1	1	1	1	1	1	1	1	1	1644
2	4	4	4	2	2	2	2	2	2	2	2	2	2	5396
					1	1	1	1	1	1	1	1	1	1131
														0
														513

LEGEND

- PROPOSED CONDUIT, MOUNTED TO STRUCTURE
- - - - PROPOSED CONDUIT, COMPLETE-IN-PLACE
- ==== PROPOSED BORE CONDUIT, COMPLETE-IN-PLACE
- PROPOSED GROUND BOX TYPE D
- PROPOSED GROUND BOX TYPE D W/ APRON
- PROPOSED FUSED DISCONNECT
- (XX) PROPOSED RUN NUMBER
- ☀ PROPOSED LIGHT FIXTURE
- ⊕ PROPOSED POLE MOUNTED LIGHT FIXTURE

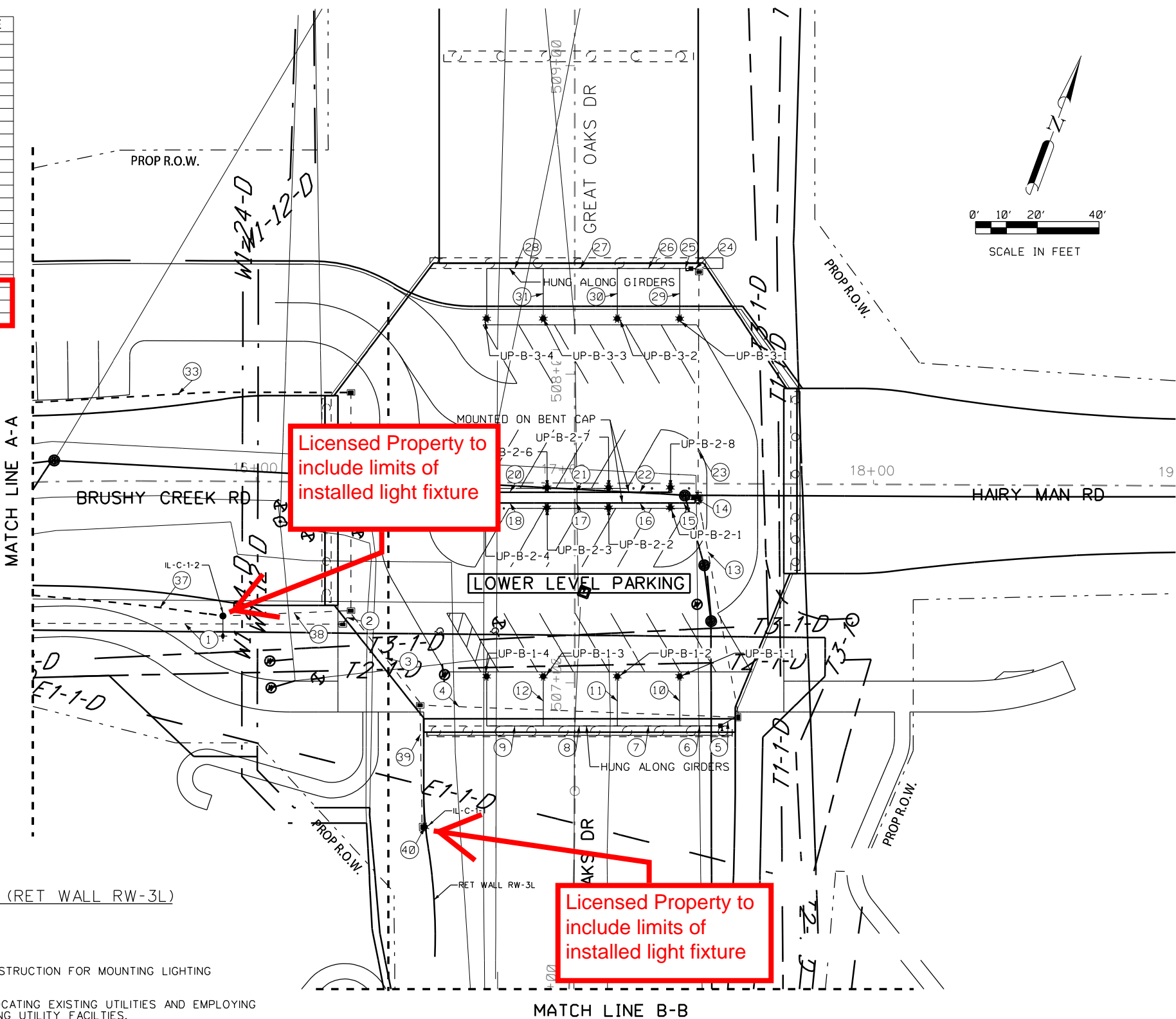
FIXTURE	ILLUMINATION ASSEMBLY TYPE
UP-B-1-1	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-1-2	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-1-3	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-1-4	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-2-1	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-2-2	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-2-3	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-2-4	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-2-5	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-2-6	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-2-7	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-2-8	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-3-1	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-3-2	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-3-3	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-3-4	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-3-5	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-3-6	IN RD IL (U/P) (TY 2) (250 W EQ) LED
IL-B-4-1	IN RD IL (TY SA) 20T-8 (250W EQ) LED
IL-B-4-2	IN RD IL (TY SA) 20T-8 (250W EQ) LED
IL-C-1-1	IN RD IL (U/P) (TY 2) (250 W EQ) LED
IL-C-1-2	IN RD IL (TY SA) 20T-8 (250W EQ) LED
IL-C-1-3	IN RD IL (TY SA) 20T-8 (250W EQ) LED

FIXTURE	STATION	OFFSET	SIDE
IL-B-4-1	15+10.49	25.44	LT
IL-B-4-2	14+12.41	25.38	LT
IL-C-1-1	506+53.21	48.41	LT
IL-C-1-2	15+89.37	43.57	RT
IL-C-1-3	14+19.79	27.85	RT
IL-D-1-1	503+76.20	0.00	-



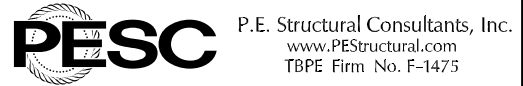
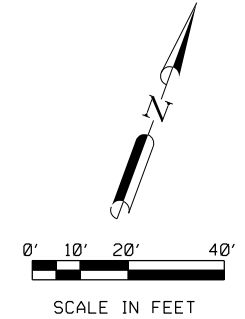
PARK SIDE LIGHTING ELEVATION (RET WALL RW-3L)
N.T.S.

- NOTES:
- FOLLOW MANUFACTURERS MOUNTING INSTRUCTION FOR MOUNTING LIGHTING FIXTURES.
 - CONTRACTOR IS RESPONSIBLE FOR LOCATING EXISTING UTILITIES AND EMPLOYING RESPONSIBLE CARE TO AVOID DAMAGING UTILITY FACILITIES.
 - RUNS 3, 12, AND 22 ARE FROM GROUND BOX, UP BRIDGE COLUMN, TO FUSED DISCONNECT.
 - RUN 36 IS FROM GROUND BOX, UP RAMP WALL, TO LIGHTING FIXTURE.
 - LIGHTING FIXTURES MUST BE APPROVED BY WILLIAMSON COUNTY PRIOR TO INSTALLATION.



Licensed Property to include limits of installed light fixture

Licensed Property to include limits of installed light fixture



GREAT OAKS DR AT BRUSHY CREEK RD

ILLUMINATION
PROPOSED PARKING
LEVEL LAYOUT

4/28/2021 SHEET 8 OF 11

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HWY NO.
JE	6			
DRAWN	STATE	DISTRICT	COUNTY	SHEET NO.
JE	TEXAS	AUS	WILLIAMSON	436
DES. CHECK	AGI 6.5 W/Co License Agreement			
KR	Order 23-1116-05			
DRN. CHECK	OF 491			
KR				

4/28/2021 4:11:24 PM \$FILEL\$

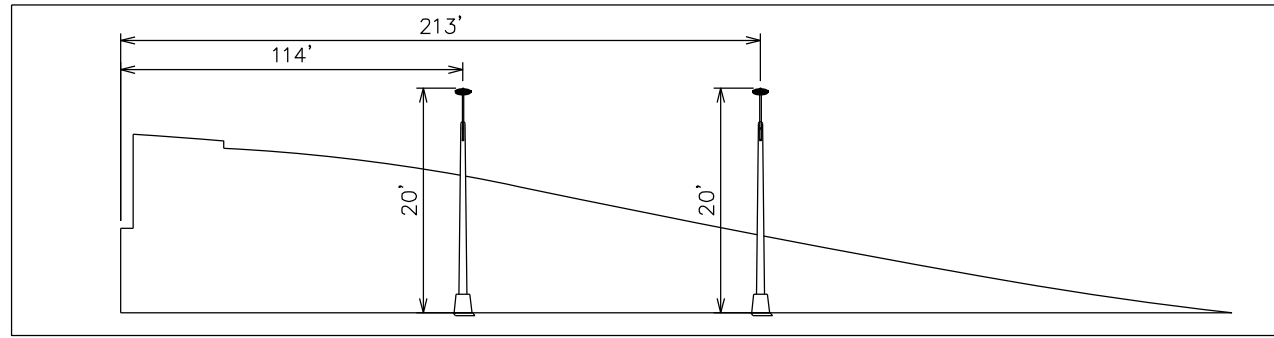
100% SUBMITTAL

ITEM	DESCRIPTION																					TOTAL (LF)						
		1	2	3	4	5	6	7	8	9	10	26	27	28	29	30	31	32	33	34	35		36	37	38	39	40	41
GROUND	#10 BARE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1644
ILLUMINATION	#10 XHHW	8	8	8	6	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	5396
CONDUITS	2" PVC (SCH. 80)	1	1	1	1													1	1	1	1	1	1	1	1	1	1	1131
	2" PVC (SCH. 80) BORE																											0
	2" RIGID METAL					1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	513

Exhibit "B"

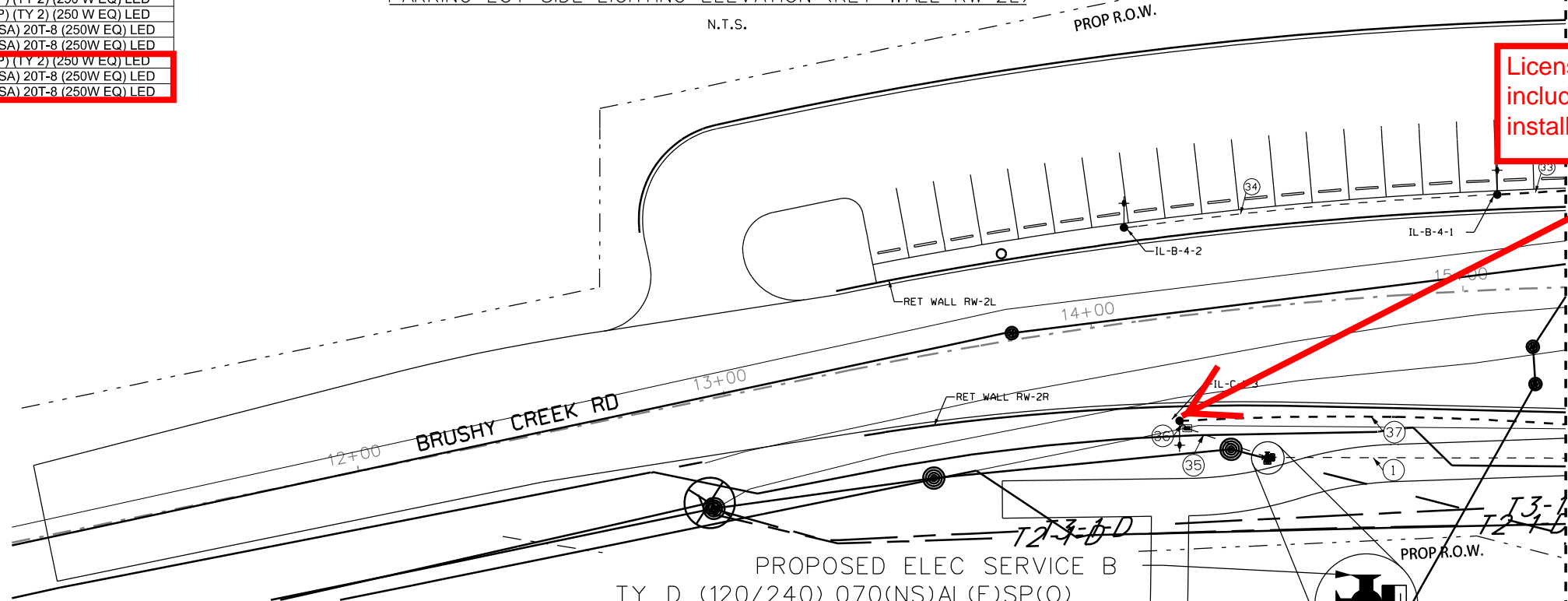
3. Brushy Creek Rd trail lights (Page 2 of 2):

FIXTURE	ILLUMINATION ASSEMBLY TYPE
UP-B-1-1	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-1-2	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-1-3	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-1-4	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-2-1	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-2-2	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-2-3	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-2-4	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-2-5	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-2-6	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-2-7	IN RD IL (U/P) (TY 2) (250 W EQ) LED
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UP-B-3-1	IN RD IL (U/P) (TY 2) (250 W EQ) LED
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UP-B-3-3	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-3-4	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-3-5	IN RD IL (U/P) (TY 2) (250 W EQ) LED
UP-B-3-6	IN RD IL (U/P) (TY 2) (250 W EQ) LED
IL-B-4-1	IN RD IL (TY SA) 20T-8 (250W EQ) LED
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IL-C-1-1	IN RD IL (U/P) (TY 2) (250 W EQ) LED
IL-C-1-2	IN RD IL (TY SA) 20T-8 (250W EQ) LED
IL-C-1-3	IN RD IL (TY SA) 20T-8 (250W EQ) LED



PARKING LOT SIDE LIGHTING ELEVATION (RET WALL RW-2L)

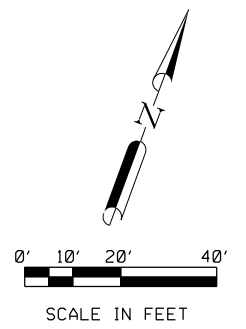
N.T.S.



Licensed Property to include limits of installed light fixture

LEGEND

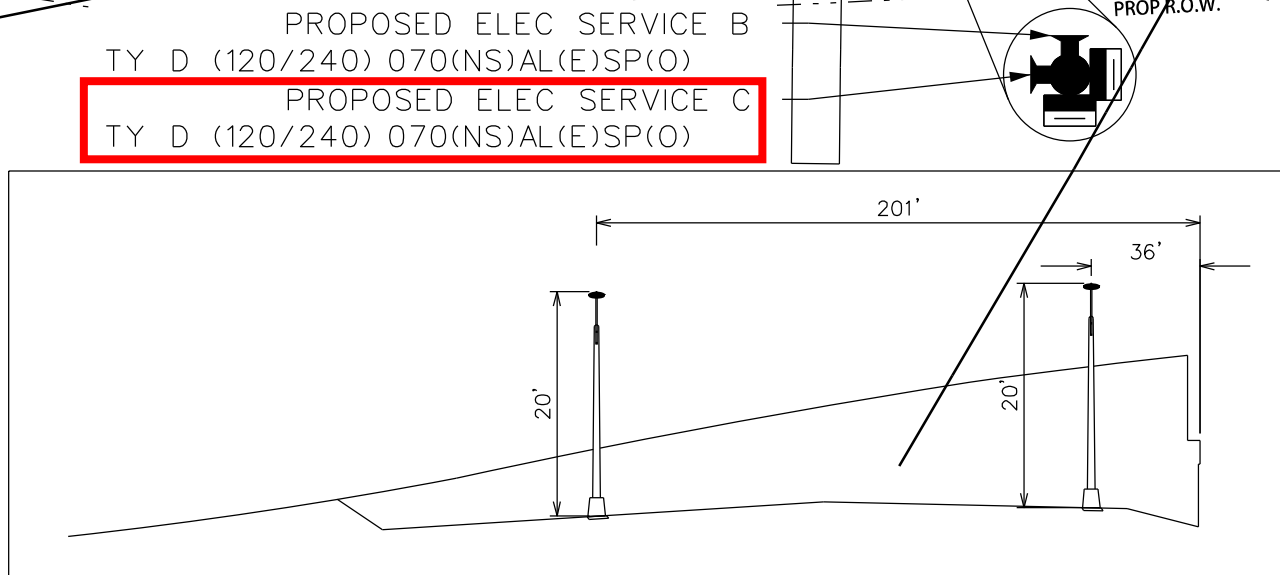
- PROPOSED CONDUIT, MOUNTED TO STRUCTURE
- - - PROPOSED CONDUIT, COMPLETE-IN-PLACE
- ==== PROPOSED BORE CONDUIT, COMPLETE-IN-PLACE
- PROPOSED GROUND BOX TYPE D
- PROPOSED GROUND BOX TYPE D W/ APRON
- PROPOSED FUSED DISCONNECT
- (XX) PROPOSED RUN NUMBER
- PROPOSED LIGHT FIXTURE
- PROPOSED POLE MOUNTED LIGHT FIXTURE



SCALE IN FEET

FIXTURE	STATION	OFFSET	SIDE
IL-B-4-1	15+10.49	25.44	LT
IL-B-4-2	14+12.41	25.38	LT
IL-C-1-1	506+53.21	48.41	LT
IL-C-1-2	15+89.37	43.57	RT
IL-C-1-3	14+19.79	27.85	RT
IL-D-1-1	503+76.20	0.00	-

- NOTES:
- FOLLOW MANUFACTURES MOUNTING INSTRUCTION FOR MOUNTING LIGHTING FIXTURES.
 - CONTRACTOR IS RESPONSIBLE FOR LOCATING EXISTING UTILITIES AND EMPLOYING RESPONSIBLE CARE TO AVOID DAMAGING UTILITY FACILITIES.
 - LIGHTING FIXTURES MUST BE APPROVED BY WILLIAMSON COUNTY PRIOR TO INSTALLATION.



PARK SIDE LIGHTING ELEVATION (RET WALL RW-2R)

N.T.S.

WILLIAMSON COUNTY
1848

CobbFendley
Texas Registration No. 274

PESC P.E. Structural Consultants, Inc.
www.PEStructural.com
TBPE Firm No. F-1475

GREAT OAKS DR AT BRUSHY CREEK RD

ILLUMINATION
PROPOSED UNCOVERED
PARKING LAYOUT

4/28/2021 SHEET 9 OF 11

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HWY NO.
JE	6		
DRAWN	STATE	DISTRICT	COUNTY
JE	TEXAS	AUS	WILLIAMSON
DES. CHECK	AG 6.5 W/Co License Agreement		
KR	Order 23-1116-05		
DRN. CHECK	437 OF 491		
KR			

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Commissioners Court - Regular Session

37.

Meeting Date: 12/05/2023

Preliminary plat for the Lowe Family subdivision – Pct 4

Submitted For: Robert Daigh

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on ratifying and approving the preliminary plat for the Lowe Family subdivision – Precinct 4.

Background

This proposed subdivision consists of 3 lots and no new roads on 8.1 acres. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has approved this preliminary plat in order to meet the review timelines set forth in House Bill 3167.

Timeline

- 2022-10-10 – initial submittal of preliminary plat application
- 2022-11-09 – 1st review complete with comments
- 2023-02-06 – 2nd submittal of preliminary plat
- 2023-02-21 – 2nd review complete with comments
- 2023-05-09 – 3rd submittal of preliminary plat
- 2023-05-24 – 3rd review complete with comments
- 2023-06-27 – 4th submittal of preliminary plat
- 2023-07-10 – 4th review complete with comments
- 2023-11-14 – 5th submittal of preliminary plat
- 2023-11-22 – 5th review complete with comments clear
- 2023-11-29 – County Engineer approval letter sent
- 2023-11-30 – preliminary plat placed on the December 5, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

preliminary plat - Lowe Family Subdivision

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 11/30/2023

Reviewed By

Becky Pruitt

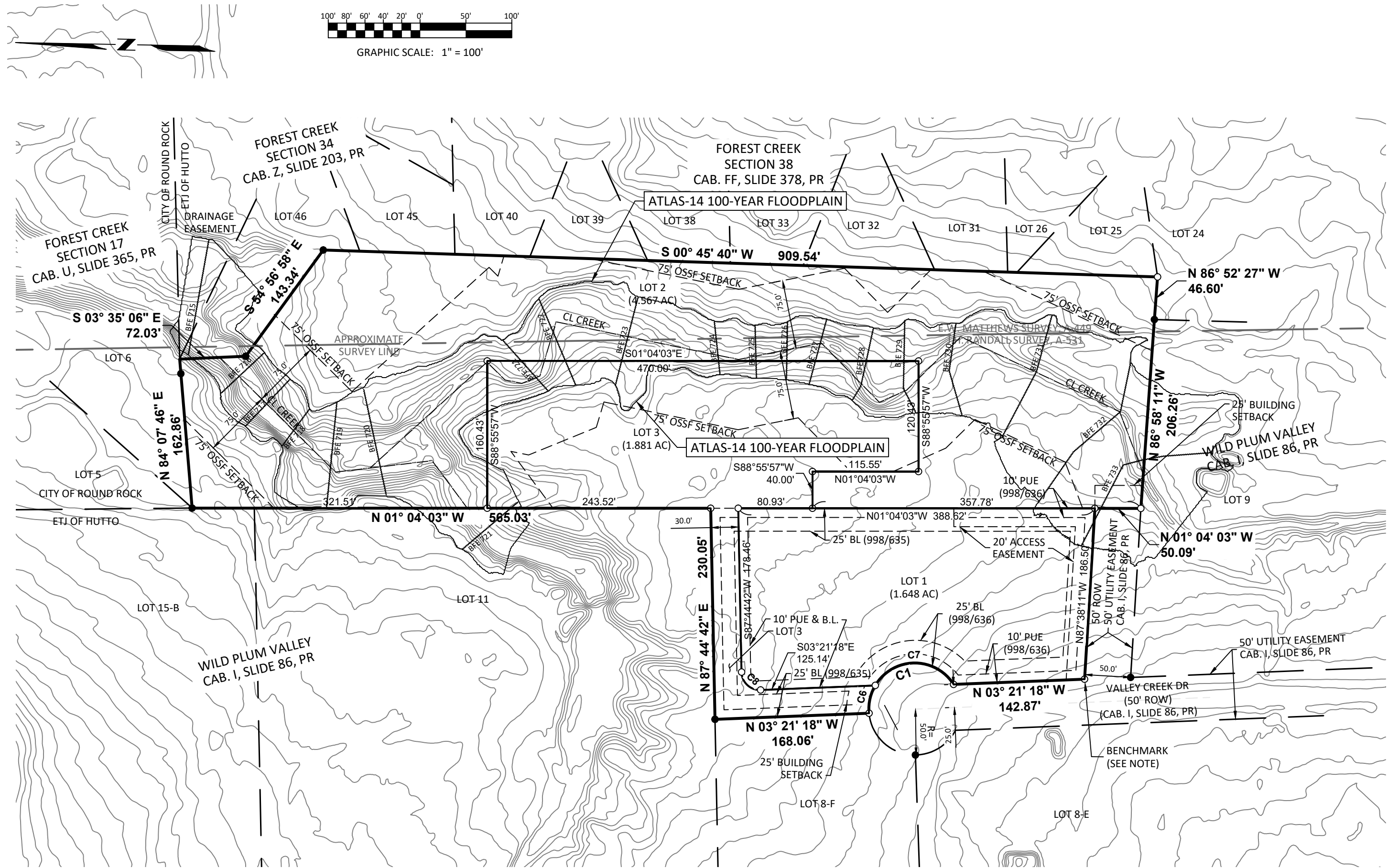
Date

11/30/2023 11:44 AM

Started On: 11/30/2023 11:39 AM

P:\22000-22999\22689-Valley Creek Survey Data\CAD\22689-Re-Plat_Valley Creek.dwg, 11/14/2023 10:10:51 AM, AutoCAD PDF (General Documentation).pc3

These drawings are the sole property of STEGER BIZZELL. The use of these drawings is hereby restricted to the original site for which they were prepared. Reproduction or reuse of these drawings in whole or in part without written permission of STEGER BIZZELL is strictly prohibited.



- NOTES**
- NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY WILLIAMSON COUNTY.
 - BUILDING SETBACKS SHALL CONFORM TO WILLIAMSON COUNTY REQUIREMENTS.
 - A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
 - A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
 - A THREE (3) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES.
 - NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES (SEE NOTE 13).
 - WATER WILL BE AVAILABLE THROUGH MANVILLE W.S.C. AFTER THE APPROPRIATE WATER SYSTEM IS INSTALLED TO THIS SITE. MANVILLE W.S.C. ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
 - NO LOTS ARE ENCRONCHED 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 NUMBER 48491C0515F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
 - IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/4 INCH PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
 - ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
 - THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
 - WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION.
 - SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
 - THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.
 - FLOOD STUDY PREPARED BY STEGER & BIZZELL, INC. ON JANUARY 10, 2023 FOR THE ATLAS-14 RAINFALL STORM FREQUENCIES PER THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS (WCSR 4.23).
 - THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE THE BFE.

AREAS OBSERVED OUTSIDE OF WET WEATHER BANKS

LOT 1	LOT 2	LOT 3
73,474 S.F.	108,585 S.F.	58,626 S.F.
1.69 ACRES	2.54 ACRES	1.35 ACRES

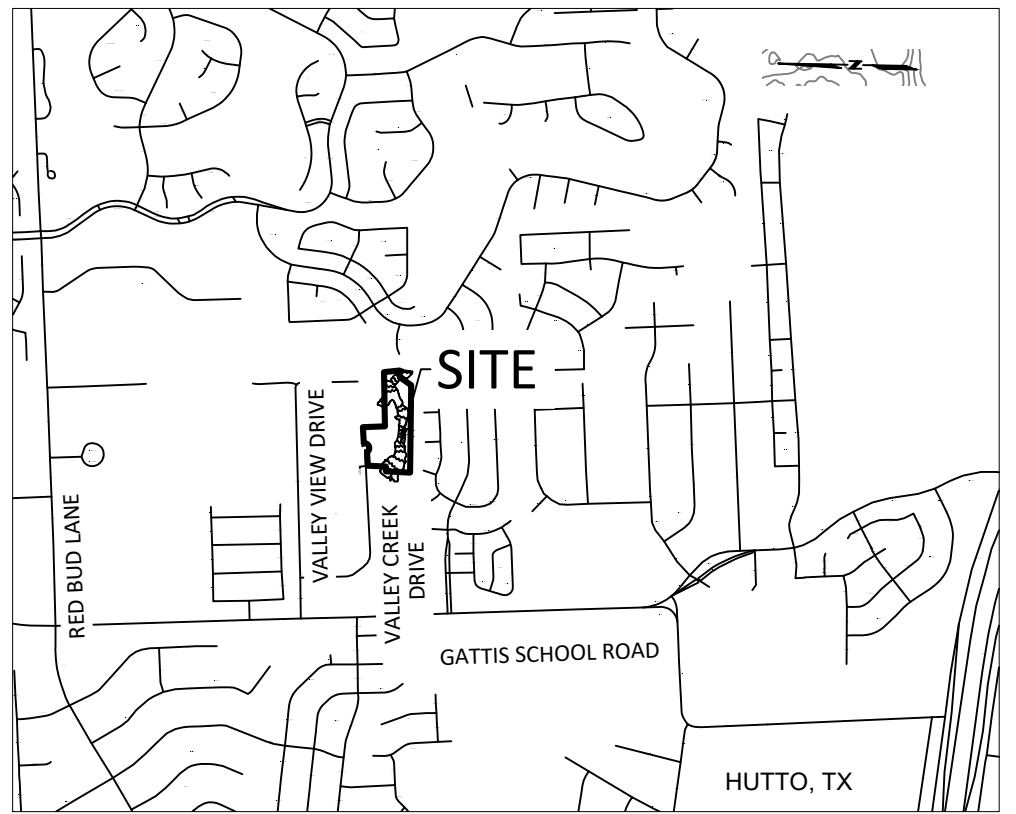
BENCHMARK
 1/2 INCH IRON ROD LOCATED AT THE
 SOUTHWEST CORNER OF LOT 1.
 NORTHING: 10157777.0511
 EASTING: 3156744.0139
 ELEVATION: 738.46

Low Family Subdivision Culvert Table

Lot No.	Q10 cfs	Q25 cfs	Pipe Dia., In.	Pipe Material	Min. Pipe Length	Culvert Type	Headwall Type
1&2	2.75	3.6	18	RCP	24	3	1 or 3
3	8.42	11.28	2-18", or 24"	RCP	24	3	1 or 3

- Culvert Types**
- Straight Tie-In
 - Dip Style
 - Culvert Style
 - Curb & Gutter
- Headwall Type (if Used)**
- S.E.T. Round Parallel
 - S.E.T. Arch Parallel
 - Precast End Treatment P/D Round
 - Precast End Treatment P/D Arch

PRELIMINARY FOR REVIEW ONLY
 THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
 STEGER BIZZELL
 08/31/2023



OWNER
 RANDALL LOWE AND ANH PHUONG LOWE
 17 VALLEY CREEK DRIVE
 ROUND ROCK, TX, 78664

AND
 LOWE FAMILY TRUST DATED SEPTEMBER 17, 2013
 4309 MERRIOT BLVD
 LA MESA, CA 91941
 512-876-0007
 RLOWE@gmail.com

ENGINEER/SURVEYOR/AGENT
 STEGER BIZZELL
 1978 S. AUSTIN AVE
 GEORGETOWN, TX
 512-930-9412
 INFO@STEGEBISSELL.COM

TOTAL NO. BLOCKS 1
 TOTAL NO. LOTS 3
 TOTAL ACREAGE 8.097 AC
 TOTAL AREA OF LOTS 8.097 AC
 TOTAL AREA OF ROW 0

Curve Table

Curve #	Length	Radius	Delta	Bearing	Chord
C1	133.54'	50.00'	153°01'49"	N 19°55'18" W	97.24'
C5	31.80'	20.00'	091°06'00"	S 42°11'42" W	28.55'
C6	31.58'	50.00'	036°11'28"	N 78°20'29" W	31.06'
C7	101.96'	50.00'	116°50'21"	S 01°49'35" E	85.19'
C8	31.80'	20.00'	091°06'00"	S 42°11'42" W	28.55'

**LOWE FAMILY SUBDIVISION
 PRELIMINARY PLAT**
 A 8.097 Acre Subdivision situated in the
 E.W. Matthews Survey, A-449
 And J.H. Randall Survey, A-531
 Williamson County, Texas



ADDRESS	1978 S. AUSTIN AVENUE	GEORGETOWN, TX 78626
METRO	512.930.9412	TEXAS REGISTERED ENGINEERING FIRM F-181 TBPLS FIRM No. 10003700
SERVICES	>>ENGINEERS	>>PLANNERS >>SURVEYORS
WEBSITE	STEGEBIZZELL.COM	

Commissioners Court - Regular Session

38.

Meeting Date: 12/05/2023

Replat of the Hutto 130 Lots 1A 2A and 3A subdivision – Pct 4

Submitted For: Robert Daigh

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the replat of the Hutto 130, Lots 1A, 2A, and 3A subdivision – Precinct 4.

Background

This subdivision consists of 3 commercial lots with no new roads. The purpose of this replat is to subdivide the existing single lot into 3 newly configured lots.

Timeline

- 2023-05-17 – initial submittal of the replat
- 2023-06-09 – 1st review complete with comments
- 2023-06-22 – 2nd submittal of replat
- 2023-07-06 – 2nd review complete with comments
- 2023-08-18 – 3rd submittal of replat
- 2023-08-30 – 3rd review complete with comments clear
- 2023-11-15 – replat approved by City of Pflugerville
- 2023-11-20 – replat received with signatures
- 2023-11-30 – replat placed on the December 5, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

replat - Lot 1 Blk A Hutto 130

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 11/30/2023

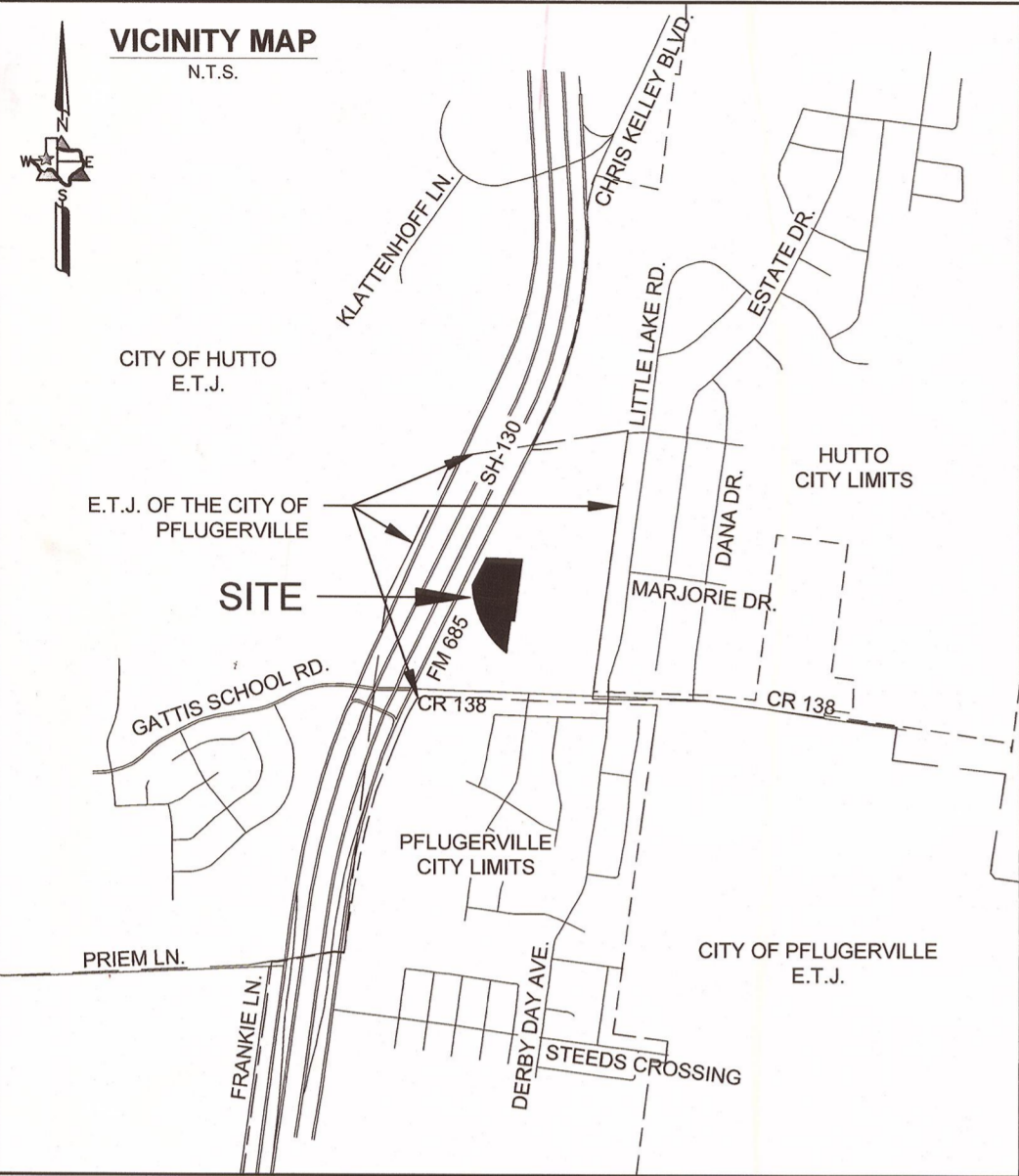
Reviewed By

Becky Pruitt

Date

11/30/2023 11:51 AM

Started On: 11/30/2023 11:42 AM



BENCHMARK NOTE

B.M. #101
 CAPPED 1/2" IRON ROD WITH PLASTIC CAP, STAMPED "EECL" SET IN CONCRETE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 130, LOCATED BETWEEN THE WESTERLY EDGE OF PAVEMENT OF THE NORTHBOUND ACCESS ROAD OF SAID HIGHWAY 130 AND THE EASTERLY EDGE OF PAVEMENT OF THE NORTHBOUND LANES OF SAID HIGHWAY 130, (± 95' NORTHWEST OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY 130 AND ± 210' SOUTHWEST OF THE NORTHWESTERLY CORNER OF THE SUBJECT TRACT).

GRID NORTHING: 10157631.0600
 GRID EASTING: 3164061.3060
 ELEVATION: 724.26'

B.M. #A
 MAG NAIL SET WITH WASHER SET IN THE SOUTHEASTERLY CORNER OF AN EXISTING DROP INLET LOCATED NEAR THE WESTERLY MOST CORNER OF THE SUBJECT TRACT, LOT 1, BLOCK A, HUTTO 130 SUBDIVISION.

GRID NORTHING: 10157496.9250
 GRID EASTING: 3164128.0790
 ELEVATION: 725.93'

OWNER LOT 1A: CSW SR HUTTO, LLC

ADDRESS: 1703 W. 5TH STREET, SUITE #850
 AUSTIN, TEXAS 78703

OWNER LOT 2A: ARIF-SEKHON PROPERTIES, INC.

ADDRESS: 9010 GABLE GLEN LANE
 HOUSTON, TEXAS 77095

OWNER LOT 3A: PS LPT PROPERTIES INVESTORS

701 WESTERN AVENUE
 GLENDALE, CALIFORNIA 91201

SURVEYOR: CHARLES M. BENSON
 REGISTERED PROFESSIONAL LAND SURVEYOR No. 4863
 EAGLE EYE CONSTRUCTION LAYOUT

CONTACT: (512) 528-5308

ADDRESS: 1807 S. US HIGHWAY 183
 LEANDER, TEXAS 78641

ENGINEER: JEFFREY B. SHINDLER
 PROFESSIONAL ENGINEER, TEXAS REGISTRATION No. 91160
 TDI ENGINEERING, LLC.

CONTACT: (512) 301-3389

ADDRESS: 5609 OLD FREDERICKSBURG ROAD, SUITE #300
 AUSTIN, TEXAS 78749

SUBDIVISION DETAILS:

TOTAL SUBDIVISION ACREAGE: 5.925 ACRES
 TOTAL SUBDIVISION SQUARE FOOTAGE: ± 258,121 Sq. Ft.
 TOTAL No. OF LOT(s): THREE (3)
 TOTAL No. OF BLOCK(s): ONE (1)

SUBDIVISION LOT DETAILS:

LOT 1A, BLOCK A (2.080 ACRES, ± 90,598 Sq. Ft.), COMMERCIAL USE
 LOT 2A, BLOCK A (1.500 ACRES, ± 65,345 Sq. Ft.), COMMERCIAL USE
 LOT 3A, BLOCK A (2.345 ACRES, ± 102,178 Sq. Ft.), COMMERCIAL USE

DATE OF PREPARATION:

() = Record

Line Table

Line #	Length	Direction
L1	15.00'	N27° 26' 28"E
(L1)	(14.96')	(N27° 27' 36"E)
L2	33.43'	N87° 31' 27"W
(L2)	(33.35')	(N87° 46' 51"W)
L3	34.75'	N27° 27' 36"E
L4	37.20'	S07° 27' 40"W
L5	46.09'	N07° 28' 23"E
L6	63.19'	N67° 10' 27"E
L7	66.52'	S87° 54' 36"E
(L7)	(66.59')	(N87° 58' 44"W)

() = Record

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	386.19'	822.00'	26° 55' 07"	N38° 06' 16"W	382.65'
(C1)	(386.40')	(822.00')	(26° 56' 01")	(N38° 06' 10"W)	(382.86')
C2	327.16'	822.00'	22° 48' 14"	N13° 13' 36"W	325.00'
(C2)	(327.20')	(822.00')	(22° 48' 23")	(N13° 13' 19"W)	(325.04')
C3	92.66'	822.00'	06° 27' 32"	N21° 23' 42"W	92.62'
C4	234.50'	822.00'	16° 20' 43"	N09° 59' 35"W	233.71'
C5	173.47'	500.00'	19° 52' 40"	N72° 19' 04"W	172.60'
C7	298.99'	822.00'	20° 50' 26"	S62° 00' 20"E	297.34'
(C7)	(299.06')	(822.00')	(20° 50' 43")	(S62° 00' 30"E)	(297.41')

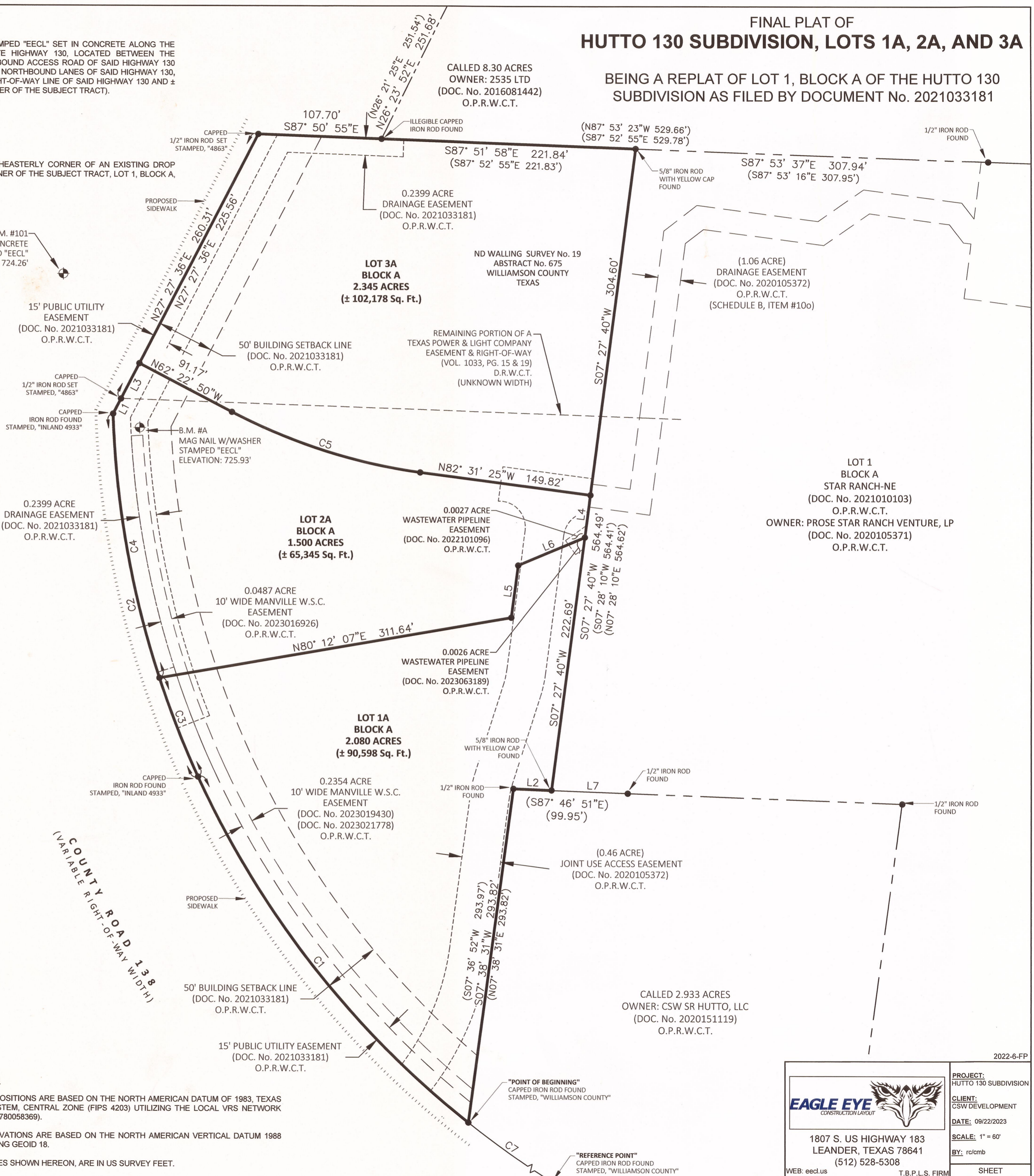
STATE OF TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR
 CHARLES M. BENSON 4863
 (Signature)
 Sept 25, 2023

GENERAL NOTES:

- HORIZONTAL POSITIONS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE (FIPS 4203) UTILIZING THE LOCAL VRS NETWORK BASE No. (PRS370780058369).
- VERTICAL ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88), UTILIZING GEOID 18.
- GRID DISTANCES SHOWN HEREON, ARE IN US SURVEY FEET.

FINAL PLAT OF HUTTO 130 SUBDIVISION, LOTS 1A, 2A, AND 3A

BEING A REPLAT OF LOT 1, BLOCK A OF THE HUTTO 130 SUBDIVISION AS FILED BY DOCUMENT No. 2021033181



2022-6-FP

PROJECT: HUTTO 130 SUBDIVISION
 CLIENT: CSW DEVELOPMENT
 DATE: 09/22/2023
 SCALE: 1" = 60'
 BY: rc/cmb
 SHEET 01 of 03

1807 S. US HIGHWAY 183
 LEANDER, TEXAS 78641
 (512) 528-5308

WEB: eed.us
 EMAIL: eagle@eed.us

T.B.P.L.S. FIRM #10194139

FINAL PLAT OF
HUTTO 130 SUBDIVISION, LOTS 1A, 2A, AND 3A

BEING A REPLAT OF LOT 1, BLOCK A OF THE HUTTO 130
SUBDIVISION AS FILED BY DOCUMENT No. 2021033181

CITY OF PFLUGERVILLE GENERAL PLAT NOTES:

- 1). THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CITY OF PFLUGERVILLE, ETJ.
- 2). WATER SHALL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION, WASTEWATER SHALL BE PROVIDED BY THE CITY OF PFLUGERVILLE. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO WATER AND WASTEWATER FACILITIES.
- 3). A 15-FOOT PUBLIC UTILITY EASEMENT SHALL BE DEDICATED ALONG ALL STREET FRONTAGE(S).
- 4). EASEMENTS DEDICATED TO THE PUBLIC SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ENGINEERING DESIGN MANUAL, AS AMENDED, PER ORDINANCE No. 1206-15-02-24. THE GRANTOR (PROPERTY OWNER(S)), HEIRS, SUCCESSORS AND ASSIGNS SHALL RETAIN THE OBLIGATION TO MAINTAIN THE SURFACE OF THE EASEMENT PROPERTY, INCLUDING THE OBLIGATION TO REGULARLY MOW OR CUT BACK VEGETATION AND TO KEEP THE SURFACE OF THE EASEMENT PROPERTY FREE OF LITTER, DEBRIS, AND TRASH.
- 5). NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STRUCTURES, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A PUBLIC EASEMENT, EXCEPT AS APPROVED BY THE CITY.
- 6). THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPLACEMENT, REPAIR, MAINTENANCE, RELOCATION, REMOVAL, OPERATION AND INSPECTION OF SUCH DRAINAGE AND UTILITY FACILITIES AND RELATED APPURTENANCES.
- 7). A SIX (6) FOOT WIDE SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF THE STREET.
- 8). THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES OR TECHNICAL MANUALS RELATING TO TREE PRESERVATION PER CITY ORDINANCE # 1203-15-02-24 AND CITY RESOLUTION # 1224-09-08-25-8A.
- 9). THE COMMUNITY IMPACT FEE RATE FOR WASTEWATER IS HEREBY ASSESSED AND ESTABLISHED ACCORDING TO CITY OF PFLUGERVILLE ORDINANCE No. 1440-20-04-14. COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS SHALL BE PAID PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.
- 10). THIS SUBDIVISION SHALL MITIGATE POST-DEVELOPMENT PEAK RUNOFF RATES FOR THE 2-YEAR, 25-YEAR AND 100-YEAR STORM EVENTS.
- 11). ALL ELECTRIC UTILITY STRUCTURES INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE VISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL.
- 12). THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF PFLUGERVILLE.
- 13). CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE AND WCESD #3, PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
- 14). SITE DEVELOPMENT CONSTRUCTION PLANS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE AND WCESD #3, PRIOR TO ANY CONSTRUCTION, AS APPLICABLE.
- 15). ALL PROPOSED FENCES AND WALLS ADJACENT TO INTERSECTION PUBLIC ROADWAY RIGHT-OF-WAY OR ADJACENT TO PRIVATE ACCESS DRIVES SHALL BE IN COMPLIANCE WITH THE SIGHT DISTANCE REQUIREMENTS OF THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL, AS AMENDED.
- 16). WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

WILLIAMSON COUNTY GENERAL NOTES:

- 1). 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.
- 2). THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
- 3). THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1 AND THE WILLIAMSON COUNTY FLOOD DAMAGE PREVENTION ORDER ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
- 4). 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 LAND OWNER.
- 5). A CERTIFICATION OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATION OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
- 6). EXCEPT WHERE REQUIRED BY ADA CRITERIA, THE MINIMUM FLOOR ELEVATION FOR ALL STRUCTURES SHALL BE AT LEAST ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- 7). ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS. (WCSD 8.6)
- 8). DRIVEWAY ACCESS FROM CR 138 TO THIS LOT IS SUBJECT TO THE TERMS, REQUIREMENTS AND OBLIGATIONS OF THE AGREEMENT EXECUTED APRIL 26, 2018 BETWEEN WILLIAMSON COUNTY AND CSW SR HUTTO, LLC.
- 9). MAXIMUM OF 80% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED. CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
- 10). NO LOT IN THIS SUBDIVISION IS ENCLOSED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 48491C0515F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
- 11). EXCEPT AS MAY BE MODIFIED OF HEREON, THE REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF HUTTO 130 SUBDIVISION, AS RECORDED UNDER DOCUMENT No. 2021033181 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 12). DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.

OTHER NOTES:

- 1). GRAVITY WASTEWATER LINES TO BE PROVIDED TO THE SUBDIVISION BOUNDARY FOR WASTEWATER SERVICE FROM THE STAR RANCH - NE SUBDIVISION PUBLIC INFRASTRUCTURE PLANS, CALLED "CIVIL CONSTRUCTION PLANS (PUBLIC) FOR STAR RANCH MULTIFAMILY." 85 LUE(S) OF CAPACITY WILL BE PROVIDED TO THIS SUBDIVISION FROM LIFT STATION AND WASTEWATER INFRASTRUCTURE TO BE PROVIDED WITH THE STAR RANCH - NE SUBDIVISION PUBLIC INFRASTRUCTURE PLANS.
- 2). DETENTION CAPACITY TO BE PROVIDED FOR 80% IMPERVIOUS COVER FOR THE HUTTO 130 SUBDIVISION BY OFF-SITE DETENTION AND STORMWATER IMPROVEMENTS WITH THE STAR RANCH - NE SUBDIVISION PER "SITE DEVELOPMENT PLANS FOR STAR RANCH MULTIFAMILY." SOME STORMWATER WILL BY-PASS THE DETENTION POND WHICH WILL OVERDETAIN FOR THIS BY-PASS DRAINAGE AREA.

LEGAL DESCRIPTION:

A DESCRIPTION OF A 5.925 ACRE (APPROX. 258,121 Sq. Ft.) TRACT OF LAND SITUATED IN THE ND WALLING SURVEY No. 19, ABSTRACT No. 675, LOCATED IN WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF LOT 1, BLOCK A, HUTTO 130 SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED UNDER DOCUMENT No. 2021033181 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING COMPOSED OF FOUR (4) INDIVIDUAL TRACT(S) OF LAND BEING MORE PARTICULARLY DESCRIBED AS A CALLED 3.676 ACRE TRACT OF LAND BEING DESCRIBED IN A SPECIAL WARRANTY DEED, CONVEYED TO CSW SR HUTTO, LLC., DATED AUGUST 10, 2017 AND APPEARING OF RECORD UNDER DOCUMENT No. 2017074340 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; A CALLED 0.999 ACRE TRACT OF LAND BEING DESCRIBED IN A SPECIAL WARRANTY DEED, CONVEYED TO CSW SR HUTTO, LLC., DATED AUGUST 10, 2017 AND APPEARING OF RECORD UNDER DOCUMENT No. 2017074281 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; THE REMAINING PORTION OF A CALLED 4.819 ACRE TRACT OF LAND BEING DESCRIBED IN A SPECIAL WARRANTY DEED, CONVEYED TO CSW SR HUTTO, LLC., DATED AUGUST 10, 2017 AND APPEARING OF RECORD UNDER DOCUMENT No. 2017074295 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A CALLED 1.057 ACRE TRACT OF LAND BEING DESCRIBED IN THAT CERTAIN EXCHANGE DEED, CONVEYED TO CSW SR HUTTO, LLC., DATED APRIL 27, 2018 AND APPEARING OF RECORD UNDER DOCUMENT No. 2018049918 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.925 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING METES AND BOUNDS DESCRIPTION:

BEGINNING a found iron rod with plastic cap, stamped "Williamson County", for the southerly most corner of the hereon, described 5.925 Acre tract of land, same being the southerly most corner of the aforementioned Lot 1, Block A, same being the southwesterly most corner of a called 2.933 Acre tract of land being described in that certain Special Warranty Deed, conveyed to CSW SR Hutto, LLC., dated November 30, 2020 and appearing of record under Document No. 2020151119 of the Official Public Records of Williamson County, Texas, same being a point along the curving northerly most right-of-way line of County Road 138, having a variable right-of-way width, and from which a found iron rod with plastic cap, stamped "Williamson County", bears southeast along the common dividing line of said 2.933 Acre tract of land and County Road 138 with a curve to the left, having an Arc Length of 298.99 feet, a Radius of 822.00 feet, a Delta Angle of 20° 50' 26" and a Chord which bears South 62° 00' 20" East, a Distance of 297.34 feet for a point of angle along said common dividing line; **THENCE** continuing along the common dividing line of the aforementioned Lot 1, Block A, and the aforesaid County Road 138, traversing along the perimeter of the hereon, described 5.925 Acre tract of land with the following Two (2) courses and distances:

- 1). With a curve to the right, having an Arc Length of 386.19 feet, a Radius of 822.00 feet, a Delta Angle of 26° 55' 07" and a Chord which bears North 38° 06' 16" West, a Distance of 382.65 feet to a found iron rod with plastic cap, stamped "Inland 4993" for a point of compound curve along the southwesterly property line of the hereon, described 5.925 Acre tract of land;
- 2). With a curve to the right, having an Arc Length of 327.16 feet, a Radius of 822.00 feet, a Delta Angle of 22° 48' 14", and a Chord which bears North 13° 13' 36" West, a Distance of 325.00 feet to a found iron rod with plastic cap, stamped "Inland 4993" for the westerly most corner of the hereon, described 5.925 Acre tract of land and said Lot 1, Block A, same being the northerly most common intersecting right-of-way corner of said County Road 138 and State Highway 130 (A.K.A. FM 685), having a variable right-of-way width;

THENCE North 27° 26' 28" East, along the common dividing line of the aforementioned Lot 1, Block A, and the aforesaid State Highway 130, traversing along the perimeter of the hereon, described 5.925 Acre tract of land with the following Three (3) courses and distances:

- 1). **North 27° 26' 28" East**, a distance of 15.00 feet to a previously set 1/2-inch iron rod with plastic cap, stamped "4863";
- 2). **North 27° 27' 36" East**, a distance of 260.31 feet to a previously set 1/2-inch iron rod with plastic cap, stamped "4863" for the northwesterly most corner of the hereon, described 5.925 Acre tract of land, same being the northwesterly corner of said Lot 1, Block A, same being an ell-corner along the southeasterly right-of-way line of said State Highway 130;
- 3). **South 87° 50' 55" East**, a distance of 107.70 feet to a found iron rod with illegible plastic cap for a point of angle along the northerly most property line of the hereon, described 5.925 Acre tract of land, same being the southwesterly corner of that certain called 8.30 Acre tract of land being described in a Special Warranty Deed, conveyed to 2535 Ltd, dated August 26, 2016 and appearing of record under Document No. 2016081442 of the Official Public Records of Williamson County, Texas;

THENCE South 87° 51' 58" East, along the common dividing line of the aforementioned Lot 1, Block A, and the aforesaid 8.30 Acre tract of land, a distance of 221.84 feet to a found 5/8" iron rod with yellow plastic cap, for the northeasterly corner of the hereon, described 5.925 Acre tract of land, same being the northerly most common dividing lot corner of said Lot 1, Block A, Hutto 130 Subdivision and Lot 1, Block A, Star Ranch-NE, a subdivision appearing of record under Document No. 2021010103 of the Official Public Records of Williamson County, Texas;

THENCE South 07° 27' 40" West, along the common dividing lot line of the aforementioned Lot 1, Block A, Hutto 130 Subdivision and the aforesaid Lot 1, Block A, Star Ranch-NE, a distance of 564.49 feet to a found 5/8" iron rod with yellow plastic cap, for an ell-corner along the southeasterly property line of the hereon, described 5.925 Acre tract of land and said Lot 1, Block A, Hutto 130 Subdivision, same being the southwesterly lot corner of said Lot 1, Block A, Star Ranch-NE, same being a point along the northerly property line of the aforesaid 2.933 Acre tract of land;

THENCE continuing along the common dividing line of the aforementioned Lot 1, Block A, Hutto 130 Subdivision, and the aforesaid 2.933 Acre tract of land, traversing along the perimeter of the hereon, described 5.925 Acre tract of land with the following Two (2) courses and distances:

- 1). **North 87° 31' 27" West**, a distance of 33.43 feet to a found 1/2-inch iron rod for an ell-corner along the southeasterly property line of the hereon, described 5.925 Acre tract of land and said Lot 1, Block A, same being the northwesterly most corner of said 2.933 Acre tract of land;
- 2). **South 07° 38' 31" West**, a distance of 293.82 feet to the **POINT OF BEGINNING**, containing the hereon, described 5.925 Acre (Approx. 258,121 Sq. Ft.) tract of land, more or less.



Handwritten signature of Charles M. Benson
Sept 25, 2023

2022-6-FP	
EAGLE EYE CONSTRUCTION LAYOUT	
1807 S. US HIGHWAY 183 LEANDER, TEXAS 78641 (512) 528-5308	
PROJECT: HUTTO 130 SUBDIVISION CLIENT: CSW DEVELOPMENT DATE: 09/22/2023 SCALE: NTS BY: rc/emb	SHEET 02 of 03
WEB: eecl.us EMAIL: eagle@eecl.us	T.B.P.L.S. FIRM #10194139

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT CSW SR HUTTO, LLC, BEING THE OWNER OF 2.080 ACRES OF LAND OUT OF THE ND WALLING SURVEY No. 19, ABSTRACT No. 675, LOCATED IN WILLIAMSON COUNTY, TEXAS, SAME BEING CONVEYED BY DEED(S) RECORDED UNDER DOCUMENT No.(s) 2017074340, 2017074281, 2017074295 AND 2018049918 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THERE ARE NO EASEMENT HOLDERS EXCEPT AS SHOWN HEREON, DO HEREBY RESUBDIVIDE SAID TRACT AS SHOWN HEREON; DO HEREBY COVENANT TO ALL RESTRICTIONS LISTED HEREIN, WHICH SHALL RUN WITH THE LAND; AND DO HEREBY DEDICATE TO THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY, THE STREETS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY MAY DEEM APPROPRIATE. I HEREBY BIND MY HEIRS, SUCCESSORS, AND ASSIGNS TO WARRANTY AND FOREVER DEFEND SUCH DEDICATIONS, ALL AND SINGULAR TO THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY, AGAINST EVERY PERSON WHOMSOEVER CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF. THIS SUBDIVISION IS TO BE KNOW AS:

HUTTO 130 SUBDIVISION, LOTS 1A, 2A, AND 3A

TO CERTIFY WHICH, WITNESS MY HAND THIS THE 27th DAY OF September, 2023.

[Signature]
CSW SR HUTTO, LLC
KEVIN HUNTER -MANAGER

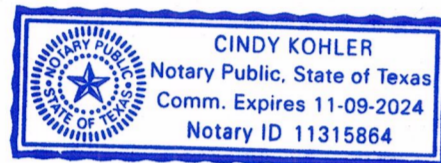
STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KEVIN HUNTER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OR WRITING, ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREON STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 27th DAY OF September, 2023.

[Signature]
NOTARY PUBLIC'S SIGNATURE

MY COMMISSION EXPIRES: 11-09-2024



STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT ARIF-SEKHON PROPERTIES, INC., BEING THE OWNER OF 1.500 ACRES OF LAND OUT OF THE ND WALLING SURVEY No. 19, ABSTRACT No. 675, LOCATED IN WILLIAMSON COUNTY, TEXAS, SAME BEING CONVEYED BY DEED RECORDED UNDER DOCUMENT No. 2022027166 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THERE ARE NO EASEMENT HOLDERS EXCEPT AS SHOWN HEREON, DO HEREBY RESUBDIVIDE SAID TRACT AS SHOWN HEREON; DO HEREBY COVENANT TO ALL RESTRICTIONS LISTED HEREIN, WHICH SHALL RUN WITH THE LAND; AND DO HEREBY DEDICATE TO THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY, THE STREETS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY MAY DEEM APPROPRIATE. I HEREBY BIND MY HEIRS, SUCCESSORS, AND ASSIGNS TO WARRANTY AND FOREVER DEFEND SUCH DEDICATIONS, ALL AND SINGULAR TO THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY, AGAINST EVERY PERSON WHOMSOEVER CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF. THIS SUBDIVISION IS TO BE KNOW AS:

HUTTO 130 SUBDIVISION, LOTS 1A, 2A, AND 3A

TO CERTIFY WHICH, WITNESS MY HAND THIS THE 2ND DAY OF OCTOBER, 2023.

[Signature]
ARIF-SEKHON PROPERTIES, INC.,
MOHAMMAD ABAR ARIF, PRESIDENT

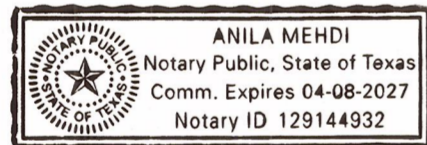
STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MOHAMMAD ABAR ARIF, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OR WRITING, ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREON STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 2nd DAY OF October, 2023.

[Signature]
NOTARY PUBLIC'S SIGNATURE

MY COMMISSION EXPIRES: 4/8/2027



STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, ONE WORLD BANK, LIEN HOLDER OF THE CERTAIN 1.500 ACRE TRACT OF LAND SHOWN HEREON, AND DESCRIBED IN A DEED RECORDED UNDER DOCUMENT No. 2022027166 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TOT HE RESUBDIVISION OF SAID TRACT AS SHOWN HEREON, DO FURTHER HEREBY RESUBDIVIDE SAID TRACT AS SHOWN HEREON; DO HEREBY COVENANT TO ALL RESTRICTIONS LISTED HEREIN, WHICH SHALL RUN WITH THE LAND; AND DO HEREBY DEDICATE TO THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY, THE STREETS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY MAY DEEM APPROPRIATE. I HEREBY BIND MY HEIRS, SUCCESSORS, AND ASSIGNS TO WARRANTY AND FOREVER DEFEND SUCH DEDICATIONS, ALL AND SINGULAR TO THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY, AGAINST EVERY PERSON WHOMSOEVER CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF. THIS SUBDIVISION IS TO BE KNOW AS:

HUTTO 130 SUBDIVISION, LOTS 1A, 2A, AND 3A

TO CERTIFY WHICH, WITNESS MY HAND THIS THE 26th DAY OF October, 2023.

[Signature]
ONE WORLD BANK

2449 WALNUT HILL LANE
DALLAS, TEXAS 75229

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED W R Kerr KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OR WRITING, ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREON STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 26th DAY OF October, 2023.

[Signature]
NOTARY PUBLIC'S SIGNATURE

MY COMMISSION EXPIRES: 2/11/2026



FINAL PLAT OF HUTTO 130 SUBDIVISION, LOTS 1A, 2A, AND 3A

BEING A REPLAT OF LOT 1, BLOCK A OF THE HUTTO 130
SUBDIVISION AS FILED BY DOCUMENT No. 2021033181

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT PS LPT PROPERTIES INVESTORS, BEING THE OWNER OF 2.346 ACRES OF LAND OUT OF THE ND WALLING SURVEY No. 19, ABSTRACT No. 675, LOCATED IN WILLIAMSON COUNTY, TEXAS, SAME BEING CONVEYED BY DEED RECORDED UNDER DOCUMENT No. 2022016469 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THERE ARE NO EASEMENT HOLDERS EXCEPT AS SHOWN HEREON, DO HEREBY RESUBDIVIDE SAID TRACT AS SHOWN HEREON; DO HEREBY COVENANT TO ALL RESTRICTIONS LISTED HEREIN, WHICH SHALL RUN WITH THE LAND; AND DO HEREBY DEDICATE TO THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY, THE STREETS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY MAY DEEM APPROPRIATE. I HEREBY BIND MY HEIRS, SUCCESSORS, AND ASSIGNS TO WARRANTY AND FOREVER DEFEND SUCH DEDICATIONS, ALL AND SINGULAR TO THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY, AGAINST EVERY PERSON WHOMSOEVER CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF. THIS SUBDIVISION IS TO BE KNOW AS:

HUTTO 130 SUBDIVISION, LOTS 1A, 2A, AND 3A

TO CERTIFY WHICH, WITNESS MY HAND THIS THE 2nd DAY OF November, 2023.

[Signature]
PS LPT PROPERTIES INVESTORS
SHARON LINDER, VICE PRESIDENT

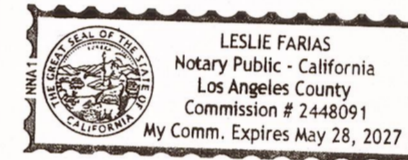
STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SHARON LINDER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OR WRITING, ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREON STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 2nd DAY OF November, 2023.

[Signature]
NOTARY PUBLIC'S SIGNATURE

MY COMMISSION EXPIRES: 5/28/27



CITY CERTIFICATION

APPROVED THIS THE 15th DAY OF November, 2023, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

[Signature]
OSCAR R. MITCHELL, CHAIRMAN

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

[Signature]
JEREMY FRAZZELL, PLANNING DIRECTOR

ATTEST:

[Signature]
TRISTA EVANS, CITY SECRETARY



WILLIAMSON COUNTY ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAMES AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 7th DAY OF November, 2023.

[Signature] Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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
STATE OF TEXAS
COUNTY OF WILLIAMSON

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 _____, 2023, A.D., AT _____ O'CLOCK _____M., AND DULY

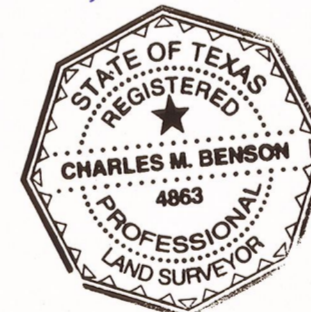
RECORDED THIS THE DAY OF _____, 2023, A.D., AT _____ O'CLOCK _____M., IN THE OFFICIAL

PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT No. _____.

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

NANCY RISTER
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

BY: CONNIE PHELPS, DEPUTY



SURVEYOR'S CERTIFICATION
STATE OF TEXAS

I, CHARLES M. BENSON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, AND THAT ALL CORNERS MONUMENTS SHOWN THEREON, WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH ALL CITY OF PFLUGERVILLE, TEXAS CODES AND ORDINANCES AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

[Signature]

CHARLES M. BENSON, R.P.L.S.
TEXAS REGISTRATION No. 4863
EAGLE EYE CONSTRUCTION LAYOUT

DATE: Sept 25, 2023

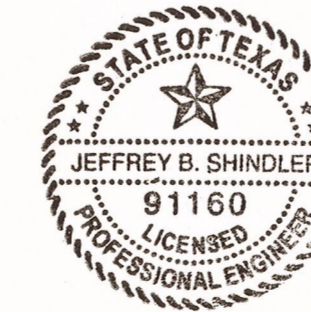
ENGINEER'S FLOODPLAIN CERTIFICATION
STATE OF TEXAS

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION, FIRM PANEL No. 48491C0515F, DATED DECEMBER 20, 2019.

[Signature]

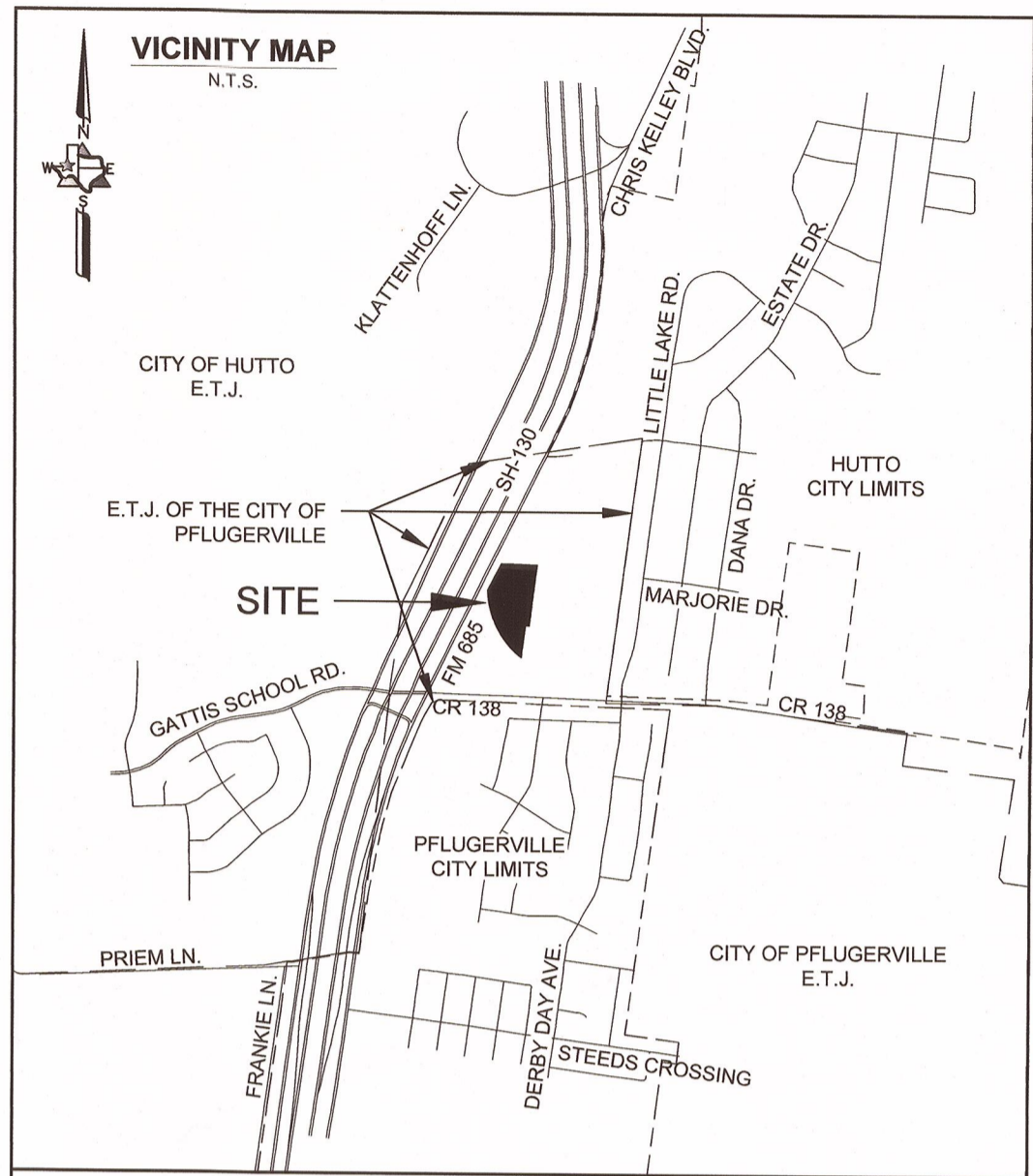
JEFFREY B. SHINDLER, P.E.
TEXAS REGISTRATION No. 91160
TDI ENGINEERING, LLC
Tx FIRM REG F-8601

DATE: 26 SEP 23



2022-6-FP

	PROJECT: HUTTO 130 SUBDIVISION
	CLIENT: CSW DEVELOPMENT
	DATE: 09/22/2023
	SCALE: NTS
	BY: rc/cmb
1807 S. US HIGHWAY 183 LEANDER, TEXAS 78641 (512) 528-5308	
WEB: eed.us EMAIL: eagle@eed.us	T.B.P.L.S. FIRM #10194139
	SHEET 03 of 03



BENCHMARK NOTE

B.M. # 101
 CAPPED 1/2" IRON ROD WITH PLASTIC CAP, STAMPED "EECL" SET IN CONCRETE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 130, LOCATED BETWEEN THE WESTERLY EDGE OF PAVEMENT OF THE NORTHBOUND ACCESS ROAD OF SAID HIGHWAY 130 AND THE EASTERLY EDGE OF PAVEMENT OF THE NORTHBOUND LANES OF SAID HIGHWAY 130, (± 95' NORTHWEST OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY 130 AND ± 210' SOUTHWEST OF THE NORTHWESTERLY CORNER OF THE SUBJECT TRACT).

GRID NORTHING: 10157631.0600'
 GRID EASTING: 3164061.3060'
 ELEVATION: 724.26'

B.M. # A
 MAG NAIL SET WITH WASHER SET IN THE SOUTHEASTERLY CORNER OF AN EXISTING DROP INLET LOCATED NEAR THE WESTERLY MOST CORNER OF THE SUBJECT TRACT, LOT 1, BLOCK A, HUTTO 130 SUBDIVISION.

GRID NORTHING: 10157496.9250'
 GRID EASTING: 3164128.0790'
 ELEVATION: 725.93'

B.M. #101
 1/2" IRON ROD SET IN CONCRETE WITH CAP, STAMPED "EECL" ELEVATION: 724.26'

F.M. 685
 (STATE HIGHWAY 130)
 (VARIABLE RIGHT-OF-WAY WIDTH)

B.M. #101
 1/2" IRON ROD SET IN CONCRETE WITH CAP, STAMPED "EECL" ELEVATION: 724.26'

B.M. #A
 MAG NAIL W/WASHER STAMPED "EECL" ELEVATION: 725.93'

OWNER LOT 1A: CSW SR HUTTO, LLC

ADDRESS: 1703 W. 5TH STREET, SUITE #850
 AUSTIN, TEXAS 78703

OWNER LOT 2A: ARIF-SEKHON PROPERTIES, INC.

ADDRESS: 9010 GABLE GLEN LANE
 HOUSTON, TEXAS 77095

OWNER LOT 3A: PS LPT PROPERTIES INVESTORS

C/O PUBLIC STORAGE
 ADDRESS: 701 WESTERN AVENUE
 GLENDALE, CALIFORNIA 91201

SURVEYOR: CHARLES M. BENSON
 REGISTERED PROFESSIONAL LAND SURVEYOR No. 4863
 EAGLE EYE CONSTRUCTION LAYOUT

CONTACT: (512) 528-5308

ADDRESS: 1807 S. US HIGHWAY 183
 LEANDER, TEXAS 78641

ENGINEER: JEFFREY B. SHINDLER
 PROFESSIONAL ENGINEER, TEXAS REGISTRATION No. 91160
 TDI ENGINEERING, LLC.

CONTACT: (512) 301-3389

ADDRESS: 5609 OLD FREDERICKSBURG ROAD, SUITE #300
 AUSTIN, TEXAS 78749

SUBDIVISION DETAILS:

TOTAL SUBDIVISION ACREAGE: 5.925 ACRES
 TOTAL SUBDIVISION SQUARE FOOTAGE: ± 258,121 Sq. Ft.
 TOTAL No. OF LOT(S) : THREE (3)
 TOTAL No. OF BLOCK(S): ONE (1)

SUBDIVISION LOT DETAILS:

LOT 1A, BLOCK A (2.080 ACRES, ± 90,598 Sq. Ft.), COMMERCIAL USE
 LOT 2A, BLOCK A (1.500 ACRES, ± 65,345 Sq. Ft.), COMMERCIAL USE
 LOT 3A, BLOCK A (2.345 ACRES, ± 102,178 Sq. Ft.), COMMERCIAL USE

DATE OF PREPARATION:

() = Record

Line #	Length	Direction
L1	15.00'	N27° 26' 28"E
(L1)	(14.96')	(N27° 27' 36"E)
L2	33.43'	N87° 31' 27"W
(L2)	(33.35')	(N87° 46' 51"W)
L3	34.75'	N27° 27' 36"E
L4	37.20'	S07° 27' 40"W
L5	46.09'	N07° 28' 23"E
L6	63.19'	N67° 10' 27"E
L7	66.52'	S87° 54' 36"E
(L7)	(66.59')	(N87° 58' 44"W)

() = Record

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	386.19'	822.00'	26° 55' 07"	N38° 06' 16"W	382.65'
(C1)	(386.40')	(822.00')	(26° 56' 01")	(N38° 06' 10"W)	(382.86')
C2	327.16'	822.00'	22° 48' 14"	N13° 13' 36"W	325.00'
(C2)	(327.20')	(822.00')	(22° 48' 23")	(N13° 13' 19"W)	(325.04')
C3	92.66'	822.00'	06° 27' 32"	N21° 23' 42"W	92.62'
C4	234.50'	822.00'	16° 20' 43"	N09° 59' 35"W	233.71'
C5	173.47'	500.00'	19° 52' 40"	N72° 19' 04"W	172.60'
C7	298.99'	822.00'	20° 50' 26"	S62° 00' 20"E	297.34'
(C7)	(299.06')	(822.00')	(20° 50' 43")	(S62° 00' 30"E)	(297.41')



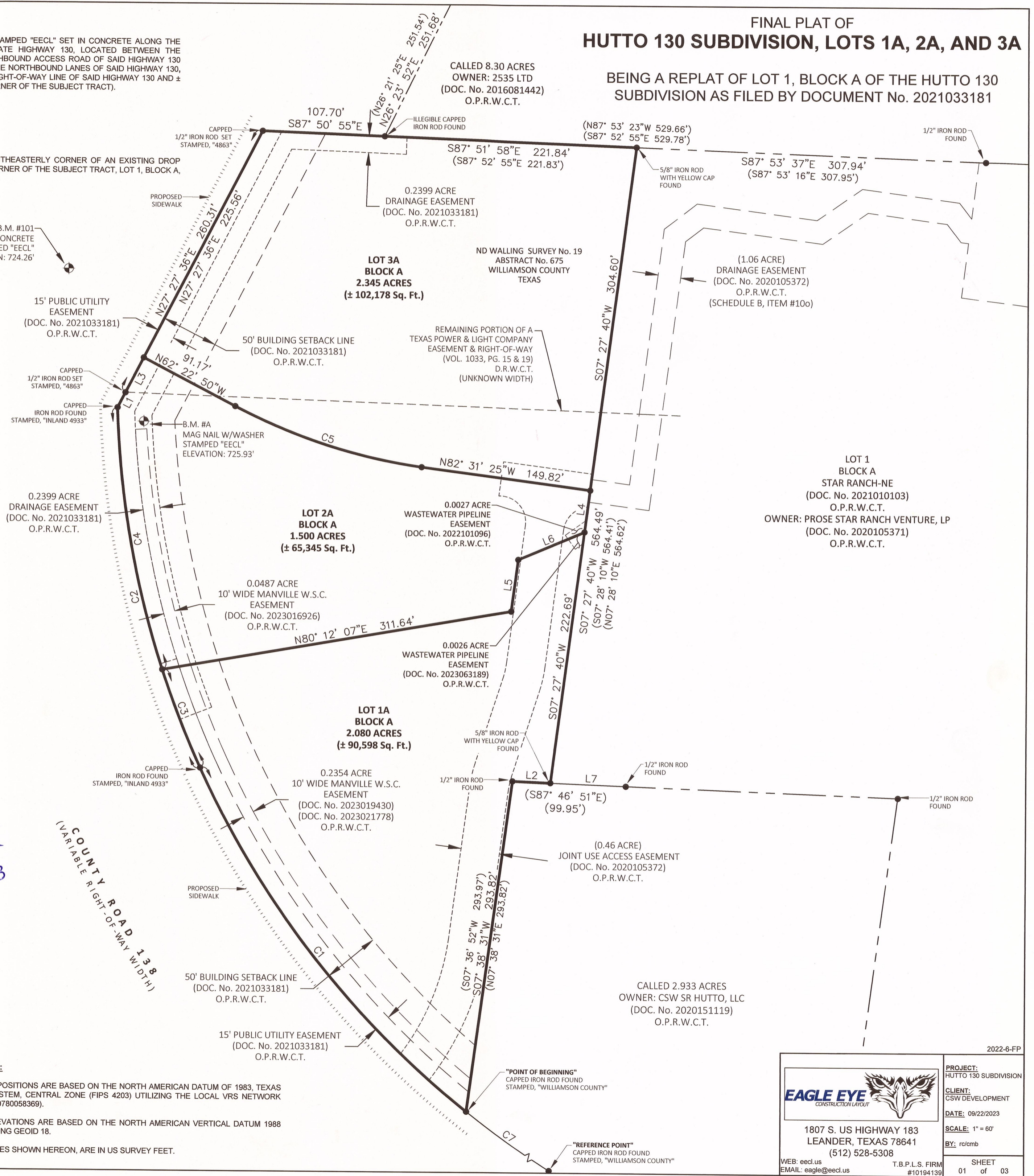
Sept 25, 2023

GENERAL NOTES:

- HORIZONTAL POSITIONS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE (FIPS 4203) UTILIZING THE LOCAL VRS NETWORK BASE No. (PRS370780058369).
- VERTICAL ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88), UTILIZING GEOID 18.
- GRID DISTANCES SHOWN HEREON, ARE IN US SURVEY FEET.

FINAL PLAT OF HUTTO 130 SUBDIVISION, LOTS 1A, 2A, AND 3A

BEING A REPLAT OF LOT 1, BLOCK A OF THE HUTTO 130 SUBDIVISION AS FILED BY DOCUMENT No. 2021033181



	PROJECT: HUTTO 130 SUBDIVISION
	CLIENT: CSW DEVELOPMENT
DATE: 09/22/2023	SCALE: 1" = 60'
BY: rc/cmb	SHEET 01 of 03
1807 S. US HIGHWAY 183 LEANDER, TEXAS 78641 (512) 528-5308	
WEB: eecl.us EMAIL: eagle@eecl.us	T.B.P.L.S. FIRM #10194139

FINAL PLAT OF
HUTTO 130 SUBDIVISION, LOTS 1A, 2A, AND 3A

BEING A REPLAT OF LOT 1, BLOCK A OF THE HUTTO 130
SUBDIVISION AS FILED BY DOCUMENT No. 2021033181

CITY OF PFLUGERVILLE GENERAL PLAT NOTES:

- 1). THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CITY OF PFLUGERVILLE, ETJ.
- 2). WATER SHALL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION, WASTEWATER SHALL BE PROVIDED BY THE CITY OF PFLUGERVILLE. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO WATER AND WASTEWATER FACILITIES.
- 3). A 15-FOOT PUBLIC UTILITY EASEMENT SHALL BE DEDICATED ALONG ALL STREET FRONTAGE(S).
- 4). EASEMENTS DEDICATED TO THE PUBLIC SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ENGINEERING DESIGN MANUAL, AS AMENDED, PER ORDINANCE No. 1206-15-02-24. THE GRANTOR [PROPERTY OWNER(S)], HEIRS, SUCCESSORS AND ASSIGNS SHALL RETAIN THE OBLIGATION TO MAINTAIN THE SURFACE OF THE EASEMENT PROPERTY, INCLUDING THE OBLIGATION TO REGULARLY MOW OR CUT BACK VEGETATION AND TO KEEP THE SURFACE OF THE EASEMENT PROPERTY FREE OF LITTER, DEBRIS, AND TRASH.
- 5). NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STRUCTURES, FENCES OR LANDSCAPING SHALL BE ALLOWED IN A PUBLIC EASEMENT, EXCEPT AS APPROVED BY THE CITY.
- 6). THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPLACEMENT, REPAIR, MAINTENANCE, RELOCATION, REMOVAL, OPERATION AND INSPECTION OF SUCH DRAINAGE AND UTILITY FACILITIES AND RELATED APPURTENANCES.
- 7). A SIX (6) FOOT WIDE SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF THE STREET.
- 8). THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES OR TECHNICAL MANUALS RELATING TO TREE PRESERVATION PER CITY ORDINANCE # 1203-15-02-24 AND CITY RESOLUTION # 1224-09-08-25-8A.
- 9). THE COMMUNITY IMPACT FEE RATE FOR WASTEWATER IS HEREBY ASSESSED AND ESTABLISHED ACCORDING TO CITY OF PFLUGERVILLE ORDINANCE No. 1440-20-04-14. COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS SHALL BE PAID PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.
- 10). THIS SUBDIVISION SHALL MITIGATE POST-DEVELOPMENT PEAK RUNOFF RATES FOR THE 2-YEAR, 25-YEAR AND 100-YEAR STORM EVENTS.
- 11). ALL ELECTRIC UTILITY STRUCTURES INCLUDING BUT NOT LIMITED TO TELEPHONE, CABLE VISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL.
- 12). THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF PFLUGERVILLE.
- 13). CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE AND WCESD #3, PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
- 14). SITE DEVELOPMENT CONSTRUCTION PLANS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE AND WCESD #3, PRIOR TO ANY CONSTRUCTION, AS APPLICABLE.
- 15). ALL PROPOSED FENCES AND WALLS ADJACENT TO INTERSECTION PUBLIC ROADWAY RIGHT-OF-WAY OR ADJACENT TO PRIVATE ACCESS DRIVES SHALL BE IN COMPLIANCE WITH THE SIGHT DISTANCE REQUIREMENTS OF THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL, AS AMENDED.
- 16). WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) AND STATE BOARD INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

WILLIAMSON COUNTY GENERAL NOTES:

- 1). 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.
- 2). THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
- 3). THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1 AND THE WILLIAMSON COUNTY FLOOD DAMAGE PREVENTION ORDER ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
- 4). 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 LAND OWNER.
- 5). A CERTIFICATION OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATION OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
- 6). EXCEPT WHERE REQUIRED BY ADA CRITERIA, THE MINIMUM FLOOR ELEVATION FOR ALL STRUCTURES SHALL BE AT LEAST ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- 7). ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS. (WCSR 8.6)
- 8). DRIVEWAY ACCESS FROM CR 138 TO THIS LOT IS SUBJECT TO THE TERMS, REQUIREMENTS AND OBLIGATIONS OF THE AGREEMENT EXECUTED APRIL 26, 2018 BETWEEN WILLIAMSON COUNTY AND CSW SR HUTTO, LLC.
- 9). MAXIMUM OF 80% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED. CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
- 10). NO LOT IN THIS SUBDIVISION IS ENCLOSED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 48491C0515F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
- 11). EXCEPT AS MAY BE MODIFIED OF HEREON, THE REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF HUTTO 130 SUBDIVISION, AS RECORDED UNDER DOCUMENT No. 2021033181 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 12). DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.

OTHER NOTES:

- 1). GRAVITY WASTEWATER LINES TO BE PROVIDED TO THE SUBDIVISION BOUNDARY FOR WASTEWATER SERVICE FROM THE STAR RANCH - NE SUBDIVISION PUBLIC INFRASTRUCTURE PLANS, CALLED "CIVIL CONSTRUCTION PLANS (PUBLIC) FOR STAR RANCH MULTIFAMILY." 85 LUE(S) OF CAPACITY WILL BE PROVIDED TO THIS SUBDIVISION FROM LIFT STATION AND WASTEWATER INFRASTRUCTURE TO BE PROVIDED WITH THE STAR RANCH - NE SUBDIVISION PUBLIC INFRASTRUCTURE PLANS.
- 2). DETENTION CAPACITY TO BE PROVIDED FOR 80% IMPERVIOUS COVER FOR THE HUTTO 130 SUBDIVISION BY OFF-SITE DETENTION AND STORMWATER IMPROVEMENTS WITH THE STAR RANCH - NE SUBDIVISION PER "SITE DEVELOPMENT PLANS FOR STAR RANCH MULTIFAMILY." SOME STORMWATER WILL BY-PASS THE DETENTION POND WHICH WILL OVERDETAIN FOR THIS BY-PASS DRAINAGE AREA.

LEGAL DESCRIPTION:

A DESCRIPTION OF A 5.925 ACRE (APPROX. 258,121 Sq. Ft.) TRACT OF LAND SITUATED IN THE ND WALLING SURVEY No. 19, ABSTRACT No. 675, LOCATED IN WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF LOT 1, BLOCK A, HUTTO 130 SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED UNDER DOCUMENT No. 2021033181 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING COMPOSED OF FOUR (4) INDIVIDUAL TRACT(S) OF LAND BEING MORE PARTICULARLY DESCRIBED AS A CALLED 3.676 ACRE TRACT OF LAND BEING DESCRIBED IN A SPECIAL WARRANTY DEED, CONVEYED TO CSW SR HUTTO, LLC., DATED AUGUST 10, 2017 AND APPEARING OF RECORD UNDER DOCUMENT No. 2017074340 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; A CALLED 0.999 ACRE TRACT OF LAND BEING DESCRIBED IN A SPECIAL WARRANTY DEED, CONVEYED TO CSW SR HUTTO, LLC., DATED AUGUST 10, 2017 AND APPEARING OF RECORD UNDER DOCUMENT No. 2017074281 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; THE REMAINING PORTION OF A CALLED 4.819 ACRE TRACT OF LAND BEING DESCRIBED IN A SPECIAL WARRANTY DEED, CONVEYED TO CSW SR HUTTO, LLC., DATED AUGUST 10, 2017 AND APPEARING OF RECORD UNDER DOCUMENT No. 2017074295 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A CALLED 1.057 ACRE TRACT OF LAND BEING DESCRIBED IN THAT CERTAIN EXCHANGE DEED, CONVEYED TO CSW SR HUTTO, LLC., DATED APRIL 27, 2018 AND APPEARING OF RECORD UNDER DOCUMENT No. 2018049918 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.925 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING METES AND BOUNDS DESCRIPTION:

BEGINNING a found iron rod with plastic cap, stamped "Williamson County", for the southerly most corner of the hereon, described 5.925 Acre tract of land, same being the southerly most corner of the aforementioned Lot 1, Block A, same being the southwesterly most corner of a called 2.933 Acre tract of land being described in that certain Special Warranty Deed, conveyed to CSW SR Hutto, LLC., dated November 30, 2020 and appearing of record under Document No. 2020151119 of the Official Public Records of Williamson County, Texas, same being a point along the curving northerly most right-of-way line of County Road 138, having a variable right-of-way width, and from which a found iron rod with plastic cap, stamped "Williamson County", bears southeast along the common dividing line of said 2.933 Acre tract of land and County Road 138 with a curve to the left, having an Arc Length of 298.99 feet, a Radius of 822.00 feet, a Delta Angle of 20° 50' 26" and a Chord which bears South 62° 00' 20" East, a Distance of 297.34 feet for a point of angle along said common dividing line;

- THENCE continuing along the common dividing line of the aforementioned Lot 1, Block A, and the aforesaid County Road 138, traversing along the perimeter of the hereon, described 5.925 Acre tract of land with the following Two (2) courses and distances:
- 1). With a curve to the right, having an Arc Length of 386.19 feet, a Radius of 822.00 feet, a Delta Angle of 26° 55' 07" and a Chord which bears North 38° 06' 16" West, a Distance of 382.65 feet to a found iron rod with plastic cap, stamped "Inland 4993" for a point of compound curve along the southwesterly property line of the hereon, described 5.925 Acre tract of land;
 - 2). With a curve to the right, having an Arc Length of 327.16 feet, a Radius of 822.00 feet, a Delta Angle of 22° 48' 14", and a Chord which bears North 13° 13' 36" West, a Distance of 325.00 feet to a found iron rod with plastic cap, stamped "Inland 4993" for the westerly most corner of the hereon, described 5.925 Acre tract of land and said Lot 1, Block A, same being the northerly most common intersecting right-of-way corner of said County Road 138 and State Highway 130 (A.K.A. FM 685), having a variable right-of-way width;

THENCE North 27° 26' 28" East, along the common dividing line of the aforementioned Lot 1, Block A, and the aforesaid State Highway 130, traversing along the perimeter of the hereon, described 5.925 Acre tract of land with the following Three (3) courses and distances:

- 1). North 27° 26' 28" East, a distance of 15.00 feet to a previously set 1/2-inch iron rod with plastic cap, stamped "4863";
- 2). North 27° 27' 36" East, a distance of 260.31 feet to a previously set 1/2-inch iron rod with plastic cap, stamped "4863" for the northwesterly most corner of the hereon, described 5.925 Acre tract of land, same being the northwesterly corner of said Lot 1, Block A, same being an ell-corner along the southeasterly right-of-way line of said State Highway 130;
- 3). South 87° 50' 55" East, a distance of 107.70 feet to a found iron rod with illegible plastic cap for a point of angle along the northerly most property line of the hereon, described 5.925 Acre tract of land, same being the southwesterly corner of that certain called 8.30 Acre tract of land being described in a Special Warranty Deed, conveyed to 2535 Ltd, dated August 26, 2016 and appearing of record under Document No. 2016081442 of the Official Public Records of Williamson County, Texas;

THENCE South 87° 51' 58" East, along the common dividing line of the aforementioned Lot 1, Block A, and the aforesaid 8.30 Acre tract of land, a distance of 221.84 feet to a found 5/8" iron rod with yellow plastic cap, for the northeasterly corner of the hereon, described 5.925 Acre tract of land, same being the northerly most common dividing lot corner of said Lot 1, Block A, Hutto 130 Subdivision and Lot 1, Block A, Star Ranch-NE, a subdivision appearing of record under Document No. 2021010103 of the Official Public Records of Williamson County, Texas;

THENCE South 07° 27' 40" West, along the common dividing lot line of the aforementioned Lot 1, Block A, Hutto 130 Subdivision and the aforesaid Lot 1, Block A, Star Ranch-NE, a distance of 564.49 feet to a found 5/8" iron rod with yellow plastic cap, for an ell-corner along the southeasterly property line of the hereon, described 5.925 Acre tract of land and said Lot 1, Block A, Hutto 130 Subdivision, same being the southwesterly lot corner of said Lot 1, Block A, Star Ranch-NE, same being a point along the northerly property line of the aforesaid 2.933 Acre tract of land;

THENCE continuing along the common dividing line of the aforementioned Lot 1, Block A, Hutto 130 Subdivision, and the aforesaid 2.933 Acre tract of land, traversing along the perimeter of the hereon, described 5.925 Acre tract of land with the following Two (2) courses and distances:

- 1). North 87° 31' 27" West, a distance of 33.43 feet to a found 1/2-inch iron rod for an ell-corner along the southeasterly property line of the hereon, described 5.925 Acre tract of land and said Lot 1, Block A, same being the northwesterly most corner of said 2.933 Acre tract of land;
- 2). South 07° 38' 31" West, a distance of 293.82 feet to the POINT OF BEGINNING, containing the hereon, described 5.925 Acre (Approx. 258,121 Sq. Ft.) tract of land, more or less.



[Handwritten Signature]
Sept 25, 2023

2022-6-FP	
PROJECT: HUTTO 130 SUBDIVISION	CLIENT: CSW DEVELOPMENT
DATE: 09/22/2023	SCALE: NTS
BY: r/cmb	SHEET
WEB: eec1.us EMAIL: eagle@eec1.us	T.B.P.L.S. FIRM #10194139
1807 S. US HIGHWAY 183 LEANDER, TEXAS 78641 (512) 528-5308	02 of 03

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT CSW SR HUTTO, LLC., BEING THE OWNER OF 2.080 ACRES OF LAND OUT OF THE ND WALLING SURVEY No. 19, ABSTRACT No. 675, LOCATED IN WILLIAMSON COUNTY, TEXAS, SAME BEING CONVEYED BY DEED(S) RECORDED UNDER DOCUMENT No. (S) 2017074340, 2017074281, 2017074295 AND 2018049918 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THERE ARE NO EASEMENT HOLDERS EXCEPT AS SHOWN HEREON, DO HEREBY RESUBDIVIDE SAID TRACT AS SHOWN HEREON; DO HEREBY COVENANT TO ALL RESTRICTIONS LISTED HEREIN, WHICH SHALL RUN WITH THE LAND; AND DO HEREBY DEDICATE TO THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY, THE STREETS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY MAY DEEM APPROPRIATE. I HEREBY BIND MY HEIRS, SUCCESSORS, AND ASSIGNS TO WARRANTY AND FOREVER DEFEND SUCH DEDICATIONS, ALL AND SINGULAR TO THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY, AGAINST EVERY PERSON WHOMSOEVER CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF. THIS SUBDIVISION IS TO BE KNOWN AS:

HUTTO 130 SUBDIVISION, LOTS 1A, 2A, AND 3A

TO CERTIFY WHICH, WITNESS MY HAND THIS THE 27th DAY OF September, 2023.

[Signature]
CSW SR HUTTO, LLC
KEVIN HUNTER -MANAGER

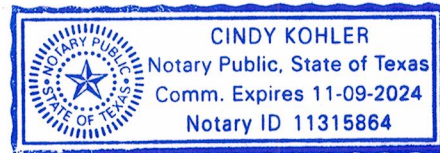
STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KEVIN HUNTER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OR WRITING, ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREON STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 27th DAY OF September, 2023.

[Signature]
NOTARY PUBLIC'S SIGNATURE

MY COMMISSION EXPIRES: 11-09-2024



STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT ARIF-SEKHON PROPERTIES, INC., BEING THE OWNER OF 1.500 ACRES OF LAND OUT OF THE ND WALLING SURVEY No. 19, ABSTRACT No. 675, LOCATED IN WILLIAMSON COUNTY, TEXAS, SAME BEING CONVEYED BY DEED RECORDED UNDER DOCUMENT No. 2022027166 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THERE ARE NO EASEMENT HOLDERS EXCEPT AS SHOWN HEREON, DO HEREBY RESUBDIVIDE SAID TRACT AS SHOWN HEREON; DO HEREBY COVENANT TO ALL RESTRICTIONS LISTED HEREIN, WHICH SHALL RUN WITH THE LAND; AND DO HEREBY DEDICATE TO THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY, THE STREETS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY MAY DEEM APPROPRIATE. I HEREBY BIND MY HEIRS, SUCCESSORS, AND ASSIGNS TO WARRANTY AND FOREVER DEFEND SUCH DEDICATIONS, ALL AND SINGULAR TO THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY, AGAINST EVERY PERSON WHOMSOEVER CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF. THIS SUBDIVISION IS TO BE KNOWN AS:

HUTTO 130 SUBDIVISION, LOTS 1A, 2A, AND 3A

TO CERTIFY WHICH, WITNESS MY HAND THIS THE 2nd DAY OF OCTOBER, 2023.

[Signature]
ARIF-SEKHON PROPERTIES, INC.,
MOHAMMAD ABAR ARIF, PRESIDENT

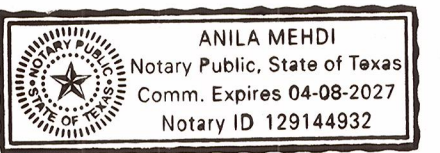
STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MOHAMMAD ABAR ARIF, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OR WRITING, ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREON STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 2nd DAY OF October, 2023.

[Signature]
NOTARY PUBLIC'S SIGNATURE

MY COMMISSION EXPIRES: 4/8/2027



STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, ONE WORLD BANK, LIEN HOLDER OF THE CERTAIN 1.500 ACRE TRACT OF LAND SHOWN HEREON, AND DESCRIBED IN A DEED RECORDED UNDER DOCUMENT No. 2022027166 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE RESUBDIVISION OF SAID TRACT AS SHOWN HEREON, DO FURTHER HEREBY RESUBDIVIDE SAID TRACT AS SHOWN HEREON; DO HEREBY COVENANT TO ALL RESTRICTIONS LISTED HEREIN, WHICH SHALL RUN WITH THE LAND; AND DO HEREBY DEDICATE TO THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY, THE STREETS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY MAY DEEM APPROPRIATE. I HEREBY BIND MY HEIRS, SUCCESSORS, AND ASSIGNS TO WARRANTY AND FOREVER DEFEND SUCH DEDICATIONS, ALL AND SINGULAR TO THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY, AGAINST EVERY PERSON WHOMSOEVER CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF. THIS SUBDIVISION IS TO BE KNOWN AS:

HUTTO 130 SUBDIVISION, LOTS 1A, 2A, AND 3A

TO CERTIFY WHICH, WITNESS MY HAND THIS THE 26 DAY OF October, 2023.

[Signature]
ONE WORLD BANK

2449 WALNUT HILL LANE
DALLAS, TEXAS 75229

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OR WRITING, ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREON STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 26 DAY OF October, 2023.

[Signature]
NOTARY PUBLIC'S SIGNATURE

MY COMMISSION EXPIRES: 2/11/2026



**FINAL PLAT OF
HUTTO 130 SUBDIVISION, LOTS 1A, 2A, AND 3A**

**BEING A REPLAT OF LOT 1, BLOCK A OF THE HUTTO 130
SUBDIVISION AS FILED BY DOCUMENT No. 2021033181**

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT PS LPT PROPERTIES INVESTORS, BEING THE OWNER OF 2.346 ACRES OF LAND OUT OF THE ND WALLING SURVEY No. 19, ABSTRACT No. 675, LOCATED IN WILLIAMSON COUNTY, TEXAS, SAME BEING CONVEYED BY DEED RECORDED UNDER DOCUMENT No. 2022016469 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THERE ARE NO EASEMENT HOLDERS EXCEPT AS SHOWN HEREON, DO HEREBY RESUBDIVIDE SAID TRACT AS SHOWN HEREON; DO HEREBY COVENANT TO ALL RESTRICTIONS LISTED HEREIN, WHICH SHALL RUN WITH THE LAND; AND DO HEREBY DEDICATE TO THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY, THE STREETS, ALLEYS, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY MAY DEEM APPROPRIATE. I HEREBY BIND MY HEIRS, SUCCESSORS, AND ASSIGNS TO WARRANTY AND FOREVER DEFEND SUCH DEDICATIONS, ALL AND SINGULAR TO THE CITY OF PFLUGERVILLE/WILLIAMSON COUNTY, AGAINST EVERY PERSON WHOMSOEVER CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF. THIS SUBDIVISION IS TO BE KNOWN AS:

HUTTO 130 SUBDIVISION, LOTS 1A, 2A, AND 3A

TO CERTIFY WHICH, WITNESS MY HAND THIS THE 2nd DAY OF November, 2023.

[Signature]
PS LPT PROPERTIES INVESTORS
SHARON LINDER, VICE PRESIDENT

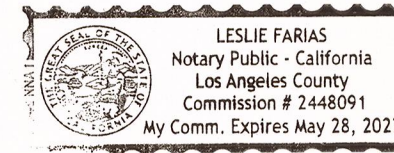
STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SHARON LINDER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OR WRITING, ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREON STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 2nd DAY OF November, 2023.

[Signature]
NOTARY PUBLIC'S SIGNATURE

MY COMMISSION EXPIRES: 5/28/27



CITY CERTIFICATION

APPROVED THIS THE 15th DAY OF November, 2023, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

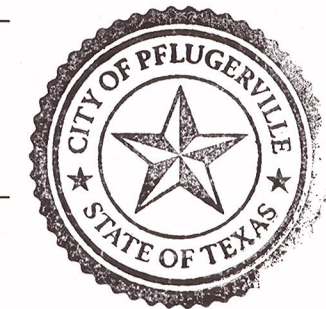
[Signature]
OSCAR R. MITCHELL, CHAIRMAN

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

[Signature]
JEREMY FRAZZELL, -PLANNING DIRECTOR

ATTEST:

[Signature]
TRISTA EVANS, -CITY SECRETARY



WILLIAMSON COUNTY ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAMES AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 7th DAY OF November, 2023.

[Signature] Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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.

[Signature]
BILL GRAVELL JR., COUNTY JUDGE
WILLIAMSON COUNTY TEXAS

DATE

COUNTY CLERK
STATE OF TEXAS
COUNTY OF WILLIAMSON

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 _____, 2023, A.D., AT _____ O'CLOCK _____ M., AND DULY

RECORDED THIS THE DAY OF _____, 2023, A.D., AT _____ O'CLOCK _____ M., IN THE OFFICIAL

PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT 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.

[Signature]
NANCY RISTER
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

BY: [Signature]
CONNIE PHELPS, DEPUTY

**SURVEYOR'S CERTIFICATION
STATE OF TEXAS**

I, CHARLES M. BENSON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND, AND THAT ALL CORNERS MONUMENTS SHOWN THEREON, WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH ALL CITY OF PFLUGERVILLE, TEXAS CODES AND ORDINANCES AND THAT ALL KNOWN EASEMENTS WITHIN THE BOUNDARY OF THE PLAT ARE SHOWN HEREON.

[Signature]
CHARLES M. BENSON, R.P.L.S.
TEXAS REGISTRATION No. 4863
EAGLE EYE CONSTRUCTION LAYOUT

DATE: Sept 25, 2023



**ENGINEER'S FLOODPLAIN CERTIFICATION
STATE OF TEXAS**

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL FLOOD INSURANCE ADMINISTRATION, FIRM PANEL No. 48491C0515F, DATED DECEMBER 20, 2019.

[Signature]
JEFFERY B. SHINDLER, P.E.
TEXAS REGISTRATION No. 91160
TDI ENGINEERING, LLC

DATE: 26 SEP 23

TX FIRM REG. F-8601



2022-6-FP

	PROJECT: HUTTO 130 SUBDIVISION
	CLIENT: CSW DEVELOPMENT
	DATE: 09/22/2023
	SCALE: NTS
	BY: rc/cmb
1807 S. US HIGHWAY 183 LEANDER, TEXAS 78641 (512) 528-5308	
WEB: eed.us EMAIL: eagle@eed.us	T.B.P.L.S. FIRM #10194139
	SHEET 03 of 03

Commissioners Court - Regular Session

39.

Meeting Date: 12/05/2023

Preliminary plat for the Weir Tract subdivision – Pct 4

Submitted For: Robert Daigh

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Weir Tract subdivision – Precinct 4.

Background

This proposed subdivision consists of 1,047 single family lots, 3 multi-family/condominium lots, 1 amenity center lot, 1 school lot, 2 utility & access lots, 20 open space/access/drainage lots and 45,611 linear feet of new roads.

Timeline

- 2023-03-24 – initial submittal of the preliminary plat
- 2023-04-21 – 1st review complete with comments
- 2023-05-18 – 2nd submittal of preliminary plat
- 2023-06-02 – 2nd review complete with comments
- 2023-08-14 – 3rd submittal of preliminary plat
- 2023-08-28 – 3rd review complete with comments
- 2023-08-31 – 4th submittal of preliminary plat
- 2023-09-14 – 4th review complete with comments
- 2023-09-19 – 5th submittal of preliminary plat
- 2023-10-04 – 5th review complete with comments
- 2023-10-09 – 6th submittal of preliminary plat
- 2023-10-23 – 6th review complete with comments
- 2023-11-03 – 7th submittal of preliminary plat
- 2023-11-17 – 7th review complete with comments
- 2023-11-21 – 8th submittal of preliminary plat
- 2023-11-28 – 8th review complete with minor comments
- 2023-11-28 – 9th submittal of preliminary plat
- 2023-11-29 – 9th review complete with comments clear
- 2023-11-30 – preliminary plat placed on the December 5, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

preliminary plat - Weir Tract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 11/30/2023

Reviewed By

Becky Pruitt

Date

11/30/2023 11:51 AM

Started On: 11/30/2023 11:46 AM

WEIR TRACT PRELIMINARY PLAT CR 140 & CR 149

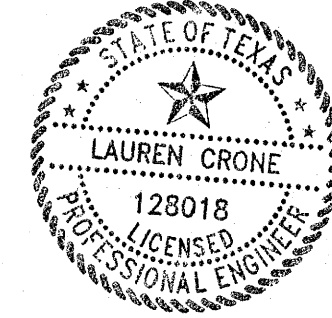
WEIR TRACT
PRELIMINARY PLAT

A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP (FEMA) No. 48491C0325F & No. 48491C0315F, WILLIAMSON COUNTY, TEXAS, DATED DECEMBER 20, 2019.

I AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS. I AM RESPONSIBLE FOR THE PREPARATION OF THE ENGINEERING PORTIONS OF THIS PLAN. ALL ENGINEERING INFORMATION SHOWN ON THE PLAN IS ACCURATE AND CORRECT WITH REGARD TO THE ENGINEERING PORTIONS THEREOF, THE PLAN COMPLIES ALL APPLICABLE CITY AND WILLIAMSON COUNTY CODES, ORDINANCES AND RULES.

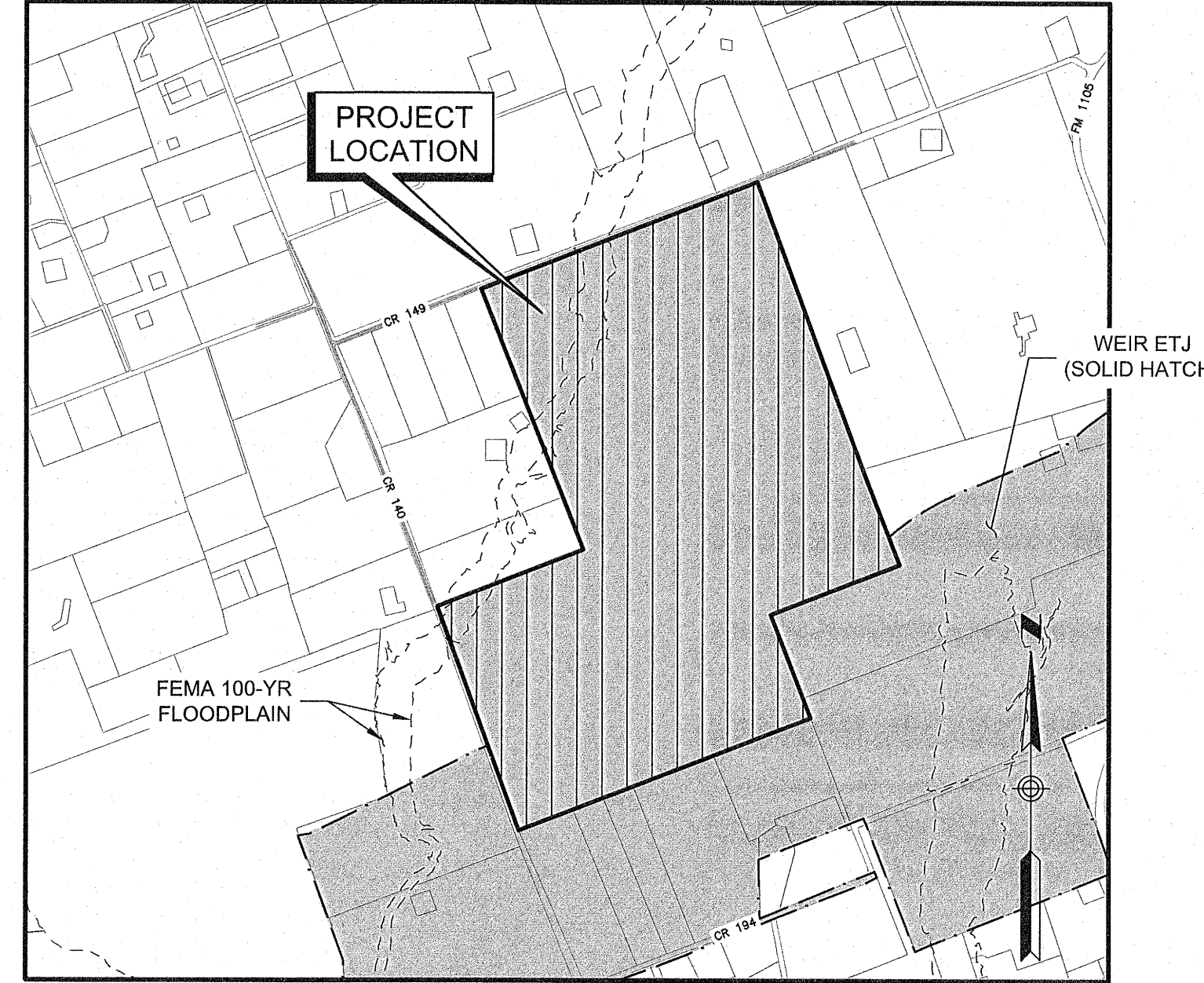
Lauren Crone
LICENSED PROFESSIONAL ENGINEER

11/28/2023
DATE



WILLIAMSON COUNTY

DATE



LOCATION MAP
SCALE: 1" = 1500'

SUBMITTAL DATE: MARCH 24, 2023

LEGAL DESCRIPTION

A 394.96-ACRE TRACT OUT OF THE NIMMO S. SURVEY, ABSTRACT AW0481, WILLIAMSON COUNTY, TEXAS

DEVELOPER/OWNER: THE VANTAGE AUSTIN, LLC
5900 BALCONES DRIVE, SUITE 100
AUSTIN, TEXAS 78731

ENGINEER: LJA ENGINEERING, INC.
7500 RIALTO BOULEVARD, BUILDING II, SUITE 100
AUSTIN, TEXAS 78735
CONTACT PERSON: LAUREN CRONE, P.E.
PHONE # (512) 439-4700
FAX # (512) 439-4716

SURVEYOR: LJA SURVEYING, INC.
7500 RIALTO BOULEVARD, BUILDING II, SUITE 100
AUSTIN, TEXAS 78735
CONTACT PERSON: MATT OVERALL, R.P.L.S.
PHONE # (512) 439-4700

LAND USE SUMMARY			
LAND USE	ACRE	# OF LOTS	% OF PROJECT
SINGLE FAMILY	149.32	1047	38%
MULTI-FAMILY / CONDOMINIUM	58.94	3	15%
COMMERCIAL	17.80	3	5%
AMENITY CENTER	4.00	1	1%
SCHOOL	14.28	1	4%
UTILITY & ACCESS	1.48	2	0%
OPEN SPACE, ACCESS & DRAINAGE	75.90	20	19%
RIGHT-OF-WAY	73.24	N/A	19%
TOTAL	394.96	1077	100%

REVISIONS / CORRECTIONS

Number	Description	Revised (R) Add (A) Void (V) Sheet No.'s	Total # Sheets in Plan Set	W.C. Approval Date	Date Imaged	City of San Marcos Approval Date

SHEET DESCRIPTION

- COVER SHEET
- PRELIMINARY PLAT (INDEX SHEET)
- PRELIMINARY PLAT (1 OF 21)
- PRELIMINARY PLAT (2 OF 21)
- PRELIMINARY PLAT (3 OF 21)
- PRELIMINARY PLAT (4 OF 21)
- PRELIMINARY PLAT (5 OF 21)
- PRELIMINARY PLAT (6 OF 21)
- PRELIMINARY PLAT (7 OF 21)
- PRELIMINARY PLAT (8 OF 21)
- PRELIMINARY PLAT (9 OF 21)
- PRELIMINARY PLAT (10 OF 21)
- PRELIMINARY PLAT (11 OF 21)
- PRELIMINARY PLAT (12 OF 21)
- PRELIMINARY PLAT (13 OF 21)
- PRELIMINARY PLAT (14 OF 21)
- PRELIMINARY PLAT (15 OF 21)
- PRELIMINARY PLAT (16 OF 21)
- PRELIMINARY PLAT (17 OF 21)
- PRELIMINARY PLAT (18 OF 21)
- PRELIMINARY PLAT (19 OF 21)
- PRELIMINARY PLAT (20 OF 21)
- PRELIMINARY PLAT (21 OF 21)
- LINE AND CURVE TABLES
- OVERALL PLAN VIEW

STREET NAME	CLASSIFICATION	DESIGN SPEED	LENGTH	R.O.W. WIDTH	PAVEMENT & CURB TYPE	RURAL/ URBAN	PUBLIC/ PRIVATE
ADELAIDE DRIVE	ARTERIAL	45	1682'	120'	27' FOC-FOC/ 2 LANES W/MEDIAN	URBAN	PUBLIC
ADELAIDE DRIVE	COLLECTOR	45	688'	120'	48' FOC-FOC	URBAN	PUBLIC
ADELAIDE DRIVE	COLLECTOR	40	553'	90'	48' FOC-FOC	URBAN	PUBLIC
BRIDGEWATER STREET	COLLECTOR	45	5578'	120'	48' FOC-FOC	URBAN	PUBLIC
AERIE DRIVE	COLLECTOR	35	255'	62'	41' FOC-FOC	URBAN	PUBLIC
EDENWOOD DRIVE	COLLECTOR	35	251'	62'	41' FOC-FOC	URBAN	PUBLIC
EMBERWOOD DRIVE	COLLECTOR	35	224'	62'	41' FOC-FOC	URBAN	PUBLIC
UPLANDS DRIVE	COLLECTOR	35	242'	62'	41' FOC-FOC	URBAN	PUBLIC
CHAMBRAY DRIVE	COLLECTOR	35	238'	62'	41' FOC-FOC	URBAN	PUBLIC
NIGHT VIEW DRIVE	COLLECTOR	35	99'	62'	41' FOC-FOC	URBAN	PUBLIC
BERKELEY DRIVE	COLLECTOR	35	255'	62'	41' FOC-FOC	URBAN	PUBLIC
AIRDALE DRIVE	COLLECTOR	35	99'	62'	41' FOC-FOC	URBAN	PUBLIC
AERIE DRIVE	COLLECTOR	35	359'	60'	40' FOC-FOC	URBAN	PUBLIC
EDENWOOD DRIVE	COLLECTOR	35	226'	60'	40' FOC-FOC	URBAN	PUBLIC
EMBERWOOD DRIVE	COLLECTOR	35	70'	60'	40' FOC-FOC	URBAN	PUBLIC
TREETOP DRIVE	COLLECTOR	35	99'	60'	40' FOC-FOC	URBAN	PUBLIC
CREEK EDGE DRIVE	LOCAL	25	1873'	50'	30' FOC-FOC	URBAN	PUBLIC
AERIE DRIVE	LOCAL	25	722'	50'	30' FOC-FOC	URBAN	PUBLIC
AIRDALE DRIVE	LOCAL	25	663'	50'	30' FOC-FOC	URBAN	PUBLIC
AMBER STREAM DRIVE	LOCAL	25	416'	50'	30' FOC-FOC	URBAN	PUBLIC
BEAVER BROOK DRIVE	LOCAL	25	564'	50'	30' FOC-FOC	URBAN	PUBLIC
BEE SPRINGS DRIVE	LOCAL	25	580'	50'	30' FOC-FOC	URBAN	PUBLIC
BELL VISTA DRIVE	LOCAL	25	517'	50'	30' FOC-FOC	URBAN	PUBLIC
BERKELEY DRIVE	LOCAL	25	918'	50'	30' FOC-FOC	URBAN	PUBLIC
BERRY VINE DRIVE	LOCAL	25	893'	50'	30' FOC-FOC	URBAN	PUBLIC
BRANDING CHASE DRIVE	LOCAL	25	1046'	50'	30' FOC-FOC	URBAN	PUBLIC
CANDLETREE DRIVE	LOCAL	25	795'	50'	30' FOC-FOC	URBAN	PUBLIC
CANOE BROOK DRIVE	LOCAL	25	2394'	50'	30' FOC-FOC	URBAN	PUBLIC
CHAMBRAY DRIVE	LOCAL	25	836'	50'	30' FOC-FOC	URBAN	PUBLIC
CHASEWOOD DRIVE	LOCAL	25	873'	50'	30' FOC-FOC	URBAN	PUBLIC
DAWN CREEK DRIVE	LOCAL	25	1373'	50'	30' FOC-FOC	URBAN	PUBLIC
SUMMIT GROVE DRIVE	LOCAL	25	570'	50'	30' FOC-FOC	URBAN	PUBLIC
DELCREST DRIVE	LOCAL	25	280'	50'	30' FOC-FOC	URBAN	PUBLIC
DAY VIEW DRIVE	LOCAL	25	1760'	50'	30' FOC-FOC	URBAN	PUBLIC
STAR CREEK DRIVE	LOCAL	25	731'	50'	30' FOC-FOC	URBAN	PUBLIC
BROADLANDS DRIVE	LOCAL	25	732'	50'	30' FOC-FOC	URBAN	PUBLIC
SKY COVE DRIVE	LOCAL	25	850'	50'	30' FOC-FOC	URBAN	PUBLIC
FALLING CEDAR DRIVE	LOCAL	25	539'	50'	30' FOC-FOC	URBAN	PUBLIC
SOUTHPORT DRIVE	LOCAL	25	643'	50'	30' FOC-FOC	URBAN	PUBLIC
GOLD CREST DRIVE	LOCAL	25	734'	50'	30' FOC-FOC	URBAN	PUBLIC
DESERT OAK DRIVE	LOCAL	25	621'	50'	30' FOC-FOC	URBAN	PUBLIC
DIAMONDLEAF DRIVE	LOCAL	25	595'	50'	30' FOC-FOC	URBAN	PUBLIC
EARLY MIST DRIVE	LOCAL	25	615'	50'	30' FOC-FOC	URBAN	PUBLIC
EDENWOOD DRIVE	LOCAL	25	411'	50'	30' FOC-FOC	URBAN	PUBLIC
EDGE PARK DRIVE	LOCAL	25	846'	50'	30' FOC-FOC	URBAN	PUBLIC
EMBERWOOD DRIVE	LOCAL	25	1294'	50'	30' FOC-FOC	URBAN	PUBLIC
FANTAIL DRIVE	LOCAL	25	280'	50'	30' FOC-FOC	URBAN	PUBLIC
WOODBROOK DRIVE	LOCAL	25	1238'	50'	30' FOC-FOC	URBAN	PUBLIC
WILCOTT DRIVE	LOCAL	25	1134'	50'	30' FOC-FOC	URBAN	PUBLIC
WEIR RIDGE DRIVE	LOCAL	25	290'	50'	30' FOC-FOC	URBAN	PUBLIC
TWO OAK DRIVE	LOCAL	25	469'	50'	30' FOC-FOC	URBAN	PUBLIC
TREETOP DRIVE	LOCAL	25	1083'	50'	30' FOC-FOC	URBAN	PUBLIC
TEALWOOD DRIVE	LOCAL	25	456'	50'	30' FOC-FOC	URBAN	PUBLIC
SWIFT BAY DRIVE	LOCAL	25	633'	50'	30' FOC-FOC	URBAN	PUBLIC
STOUTWOOD DRIVE	LOCAL	25	587'	50'	30' FOC-FOC	URBAN	PUBLIC
SILVER SKY DRIVE	LOCAL	25	646'	50'	30' FOC-FOC	URBAN	PUBLIC
ROAN TREE DRIVE	LOCAL	25	238'	50'	30' FOC-FOC	URBAN	PUBLIC
REGAL OAK DRIVE	LOCAL	25	191'	50'	30' FOC-FOC	URBAN	PUBLIC
NIGHT VIEW DRIVE	LOCAL	25	1061'	50'	30' FOC-FOC	URBAN	PUBLIC
BROKEN WHEEL DRIVE	LOCAL	25	637'	50'	30' FOC-FOC	URBAN	PUBLIC
TORRENT STREAM DRIVE	LOCAL	25	165'	50'	30' FOC-FOC	URBAN	PUBLIC

GENERAL NOTES:

- NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN DRAINAGE EASEMENT EXCEPT AS APPROVED BY WILLIAMSON COUNTY.
- PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY WILLIAMSON COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OF HIS/HER ASSIGNS.
- A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP No. 48491C0325F & No. 48491C0315F, WILLIAMSON COUNTY, TEXAS, DATED DECEMBER 20, 2019.
- ALL STREETS & DRAINAGE FACILITIES WILL BE DESIGNED IN ACCORDANCE TO WILLIAMSON COUNTY CONSTRUCTION STANDARDS FOR STREET & DRAINAGE IN SUBDIVISIONS.
- WATER SERVICE TO BE PROVIDED BY WILLIAMSON COUNTY MUNICIPAL DISTRICT NO. 42.
- WASTEWATER SERVICE TO BE PROVIDED BY WILLIAMSON COUNTY MUNICIPAL DISTRICT NO. 42.
- ELECTRIC SERVICE TO BE PROVIDED BY PEDERNALES ELECTRIC CO-OP.
- CONTOUR DATA SOURCE: SURVEY & LIDAR.
- PROJECT IS LOCATED WITHIN WILLIAMSON COUNTY AND IS LOCATED WITHIN THE CITY OF WEIR EXTRA TERRITORIAL JURISDICTION (ETJ).
- NO STRUCTURE SHALL BE OCCUPIED UNTIL CONNECTED TO WILLIAMSON COUNTY MUNICIPAL DISTRICT NO. 42 WATER SYSTEM.
- NO STRUCTURE SHALL BE OCCUPIED UNTIL CONNECTED TO WILLIAMSON COUNTY MUNICIPAL DISTRICT NO. 42 WASTEWATER SYSTEM.
- ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
- THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SHOW THE PROPOSED IMPROVEMENTS TO THE OWNER'S PROPERTY, INCLUDING THE EXISTING TOPOGRAPHY, TO EVALUATE THE EXISTING AND PROPOSED DRAINAGE PATTERNS. THERE ARE NO IMPROVEMENTS OR SUBDIVISION OF LOTS 1, BLOCK A; 1 & 4, BLOCK CC; 83 & 84, BLOCK BB PROPOSED WITH THIS PRELIMINARY PLAT. A REVISED PRELIMINARY PLAT SHALL BE SUBMITTED AND APPROVED PRIOR TO ANY DIVISION OF LOTS 1, BLOCK A; 1 & 4, BLOCK CC; 83 & 84, BLOCK BB INTO TWO OR MORE PARTS TO LAY OUT (1) A SUBDIVISION OF THE TRACT, INCLUDING AN ADDITION; (2) LOTS; OR (3) STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS OF THE TRACT INTENDED TO BE DEDICATED TO PUBLIC USE OR FOR THE USE OF PURCHASERS OR OWNERS OF LOTS FRONTING ON OR ADJACENT TO THE STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS. A LOT IS ANY PARCEL OR TRACT OF LAND EXCLUSIVE OF ANY ADJOINING ROAD OR ROAD RIGHT-OF-WAY THAT IS SEPARATED FROM OTHER PARCELS BY A LEGAL DESCRIPTION, A SUBDIVISION OF RECORD, OR SURVEY MAP. THE TERMS "STREET" OR "ROAD" ARE INTERCHANGEABLE AND ARE USED TO DESCRIBE ALL VEHICULARWAYS, REGARDLESS OF ANY OTHER DESIGNATION THEY MAY CARRY OR WHETHER THE STREET OR ROAD WILL BE PUBLIC OR PRIVATELY OWNED.
- LOT 15, BLOCK R IS RESERVED AS RIGHT-OF-WAY AND SHALL BE DEDICATED WITH FINAL PLAT UNLESS WILLIAMSON COUNTY REVISES LONG-RANGE TRANSPORTATION PLAN TO NO LONGER INCLUDE THIS SEGMENT.

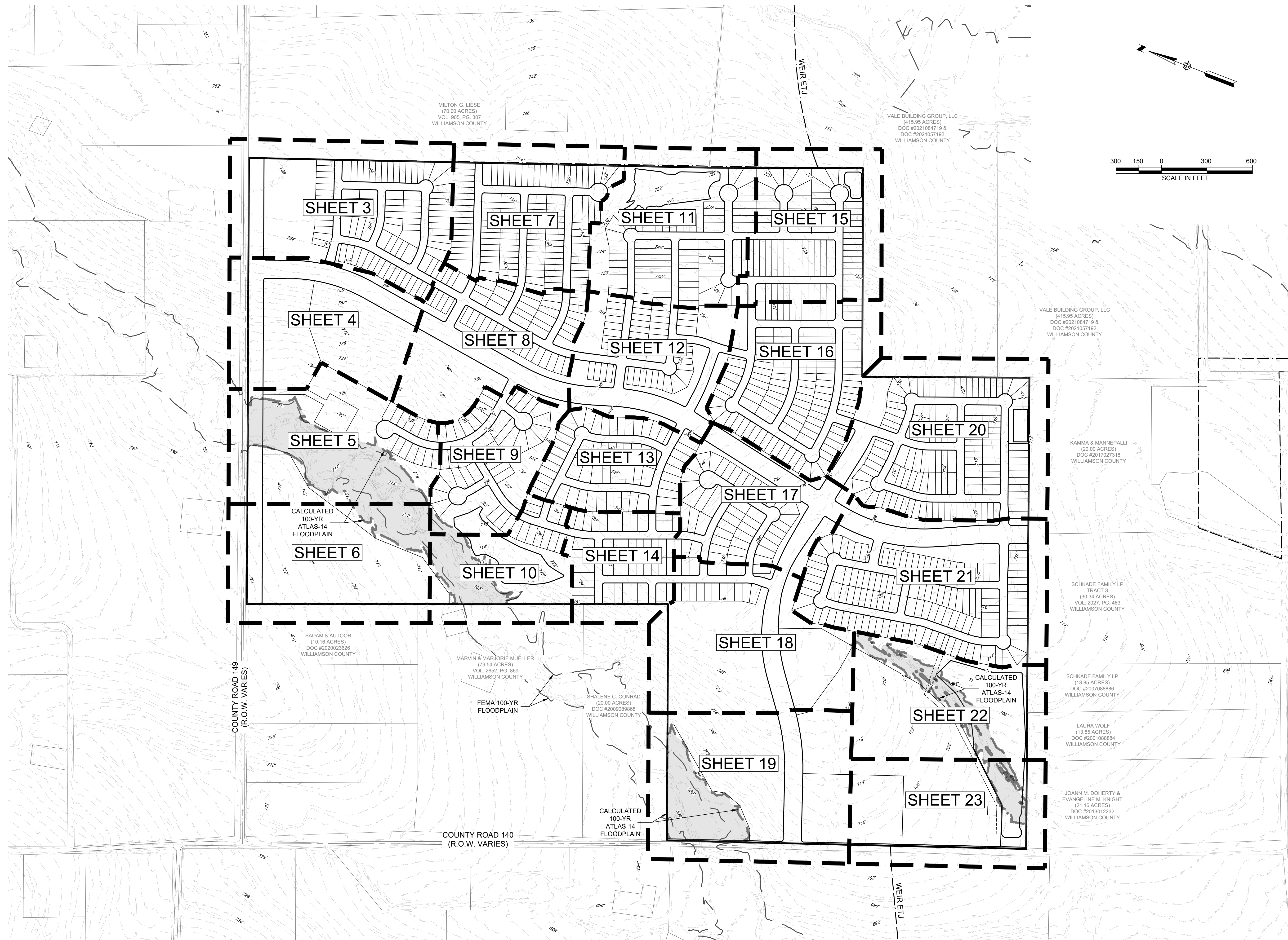
THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.
GRID TO SURFACE SCALE FACTOR = 1.00013
SCALED ABOUT 0.0

LJA Engineering, Inc.
7500 Rialto Boulevard
Building II, Suite 100
Austin, Texas 78735

Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

Date/Time : Tue, 28 Nov 2023 - 2:37pm
User Name : ccorne
Path Name : E:\48491C0315F\3856c_Weir Tract\308_CDD\Cover_Sheet.dwg

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 Last Modified: Nov 20, 23 - 11:18
 Plot Date/Time: Nov 20, 23 - 11:23:35



395 AC. WEIR TRACT
PRELIMINARY PLAT
INDEX SHEET

NO.	REVISIONS DESCRIPTION	BY	DATE

DATE: _____
 DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 CRAWLING NAME: _____
 Prelim-Plat.dwg

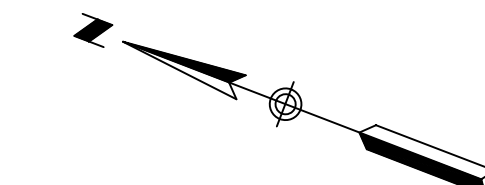


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 7500 Rialto Boulevard
 Building II, Suite 100
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 Fax 512.439.4716
 FRN - F-1386

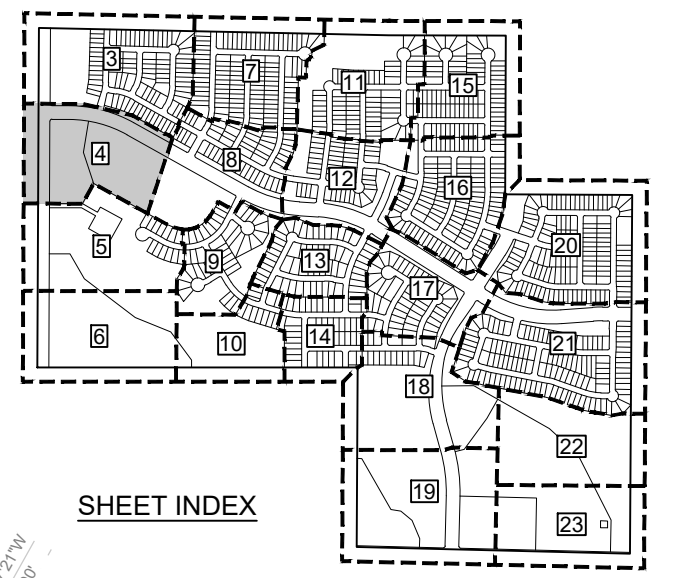
JOB NUMBER:
 A491-0401

SHEET NO.
2
 OF 25 SHEETS

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 User: ccornie
 Last Modified: Nov 20, 23 - 11:18
 Plot Date/Time: Nov 20, 23 - 11:24:29



- LEGEND**
- PROPOSED BOUNDARY
 - - - PROPOSED EASEMENT
 - - - PROPOSED SETBACK
 - - - 100-YR CALCULATED ATLAS-14 FLOODPLAIN
 - - - 100-YR FEMA FLOODPLAIN
 - - - CITY OF WEIR ETJ



395 AC. WEIR TRACT
PRELIMINARY PLAT
BEARINGS & DISTANCES

NO.	REVISIONS DESCRIPTION	BY	DATE

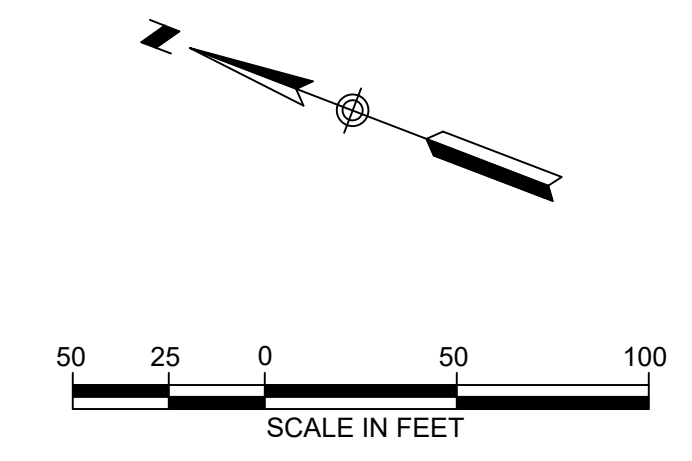
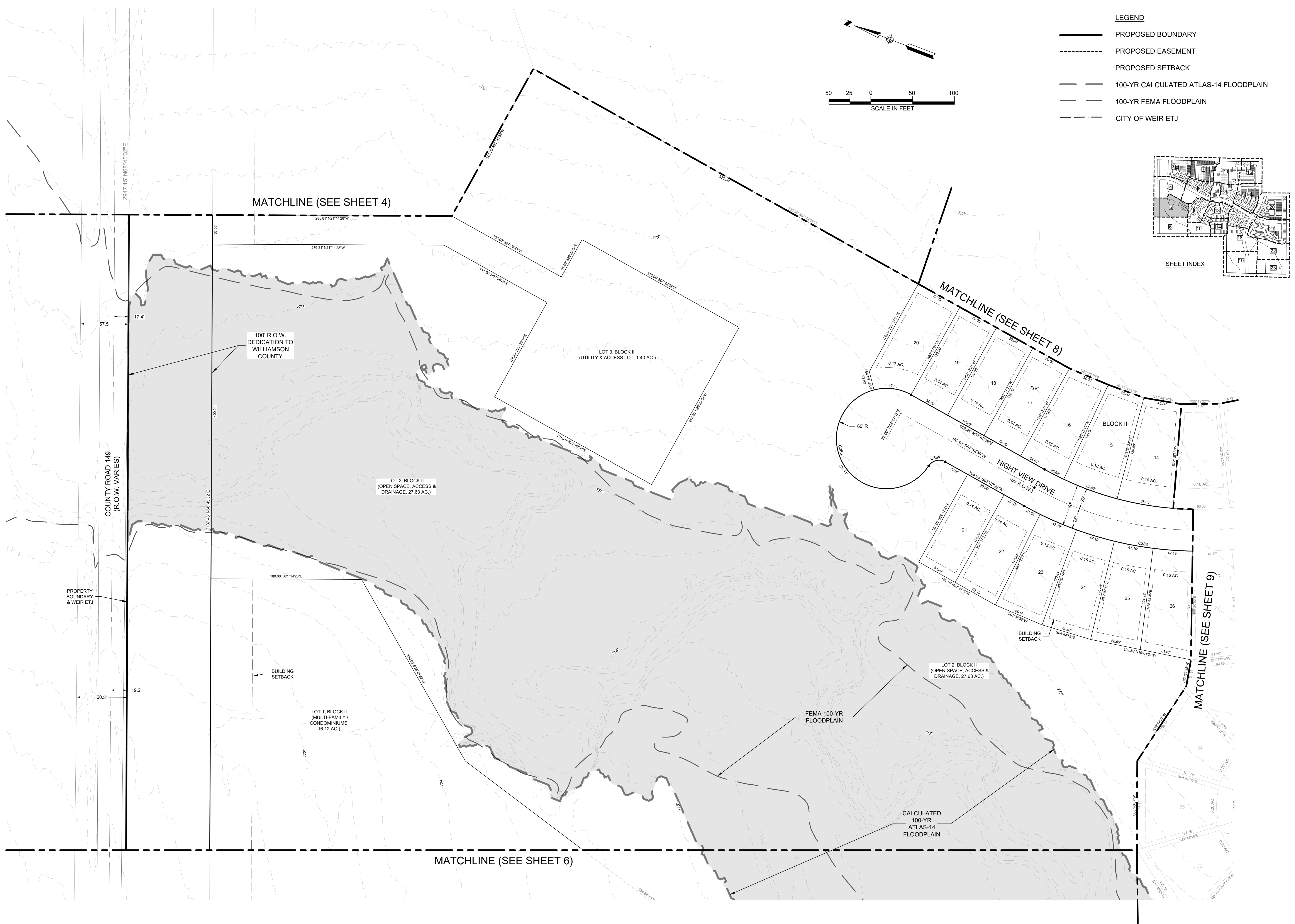
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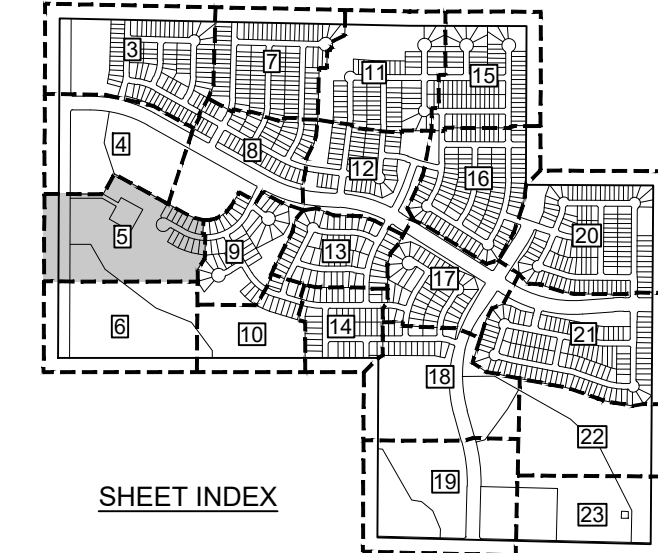
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 Austin, Texas 78735
 Phone 512.439.4700
 Fax 512.439.4716
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JOB NUMBER: A491-0401
 SHEET NO. **4**
 OF 25 SHEETS

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- LEGEND**
- PROPOSED BOUNDARY
 - PROPOSED EASEMENT
 - PROPOSED SETBACK
 - 100-YR CALCULATED ATLAS-14 FLOODPLAIN
 - 100-YR FEMA FLOODPLAIN
 - CITY OF WEIR ETJ



395 AC. WEIR TRACT
PRELIMINARY PLAT
BEARINGS & DISTANCES

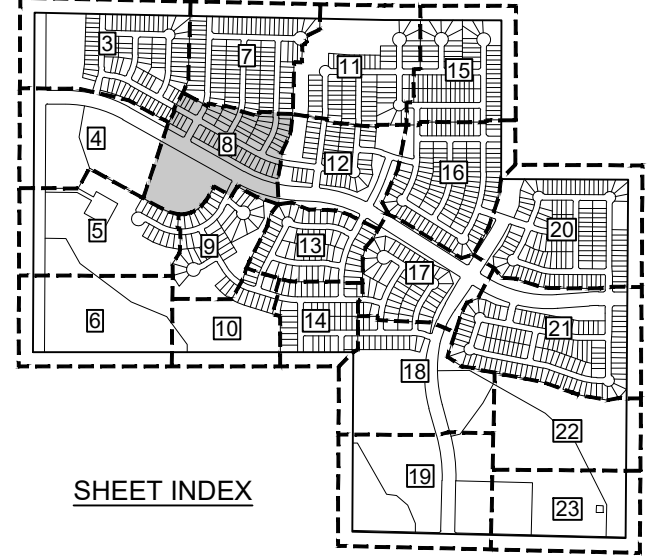
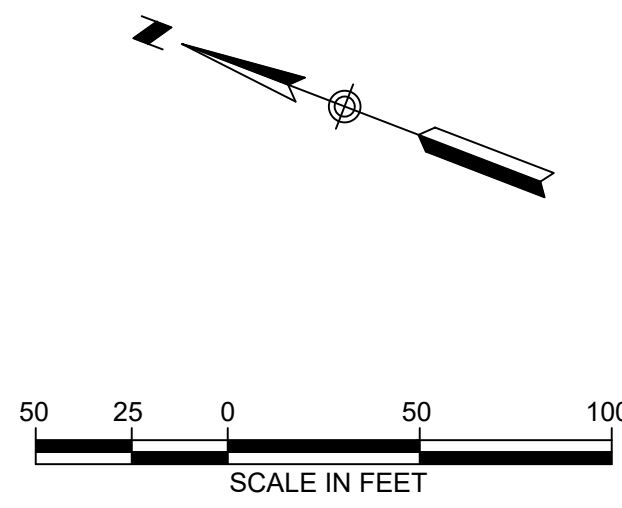
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JOB NUMBER: A491-0401
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 OF 25 SHEETS



- LEGEND**
- PROPOSED BOUNDARY
 - - - PROPOSED EASEMENT
 - - - PROPOSED SETBACK
 - - - 100-YR CALCULATED ATLAS-14 FLOODPLAIN
 - - - 100-YR FEMA FLOODPLAIN
 - - - CITY OF WEIR ETJ



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395 AC. WEIR TRACT
PRELIMINARY PLAT
BEARINGS & DISTANCES

NO.	REVISIONS DESCRIPTION	BY	DATE

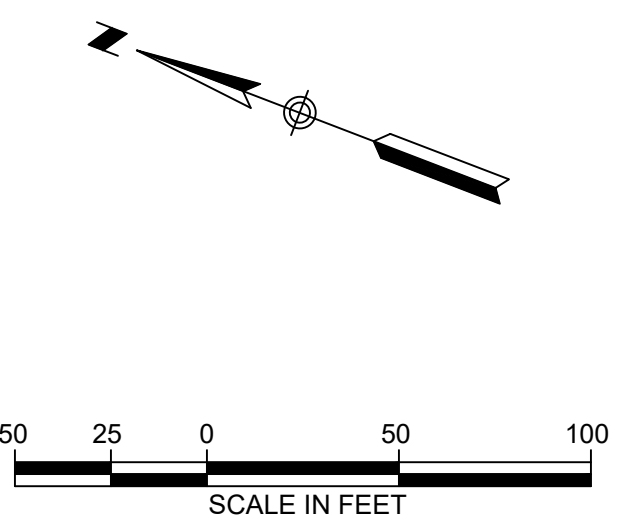
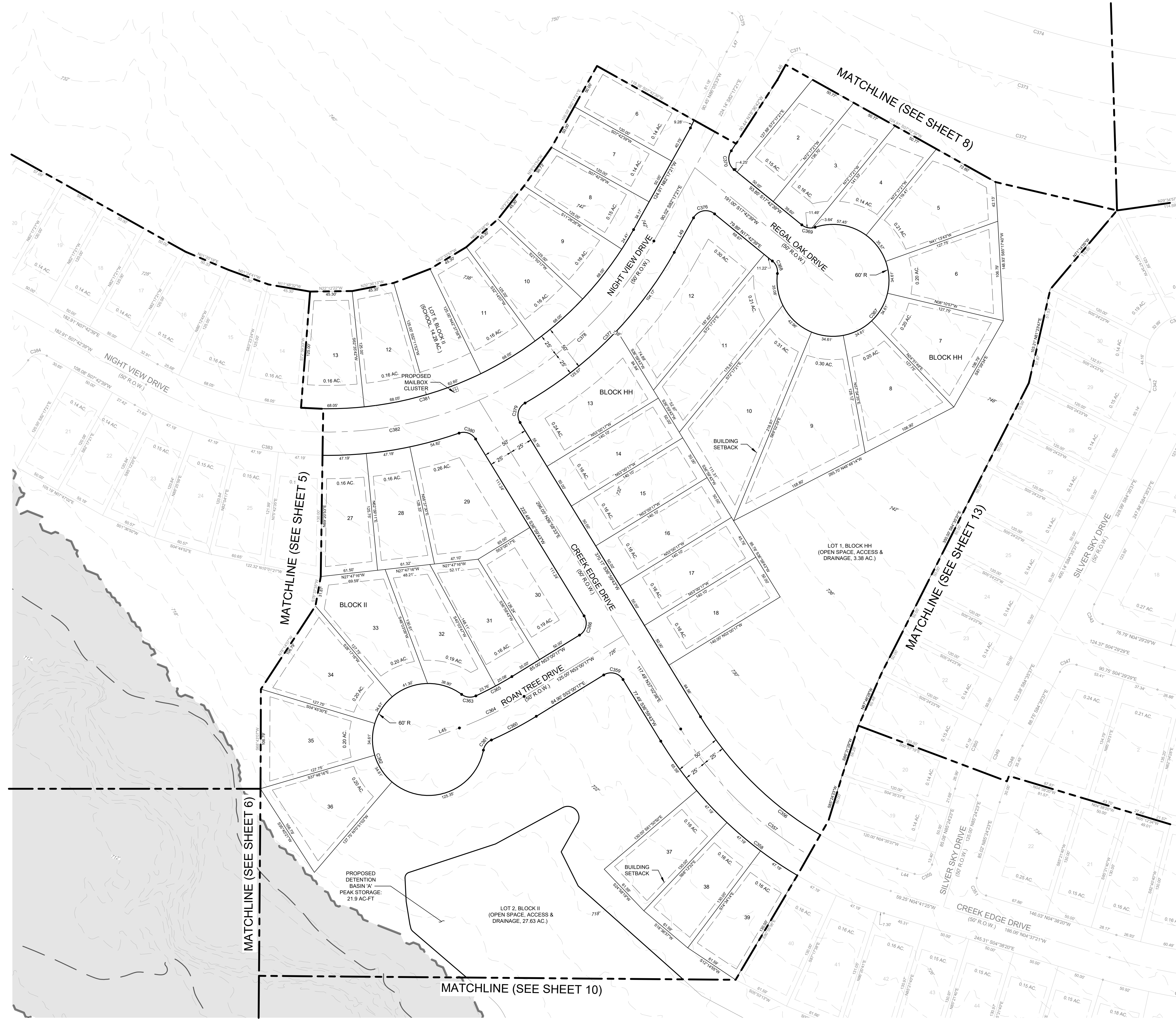
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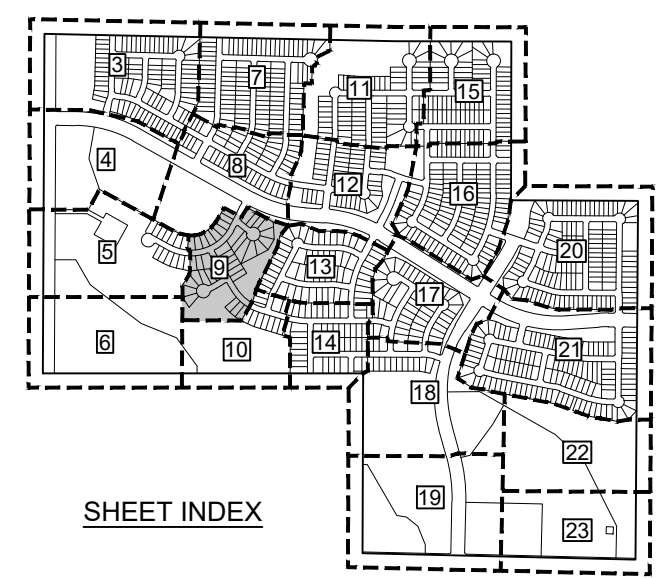
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JOB NUMBER: A491-0401
 SHEET NO. **8**
 OF 25 SHEETS

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- LEGEND**
- PROPOSED BOUNDARY
 - - - PROPOSED EASEMENT
 - - - PROPOSED SETBACK
 - 100-YR CALCULATED ATLAS-14 FLOODPLAIN
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395 AC. WEIR TRACT
PRELIMINARY PLAT
BEARINGS & DISTANCES

NO.	REVISIONS DESCRIPTION	DATE	BY

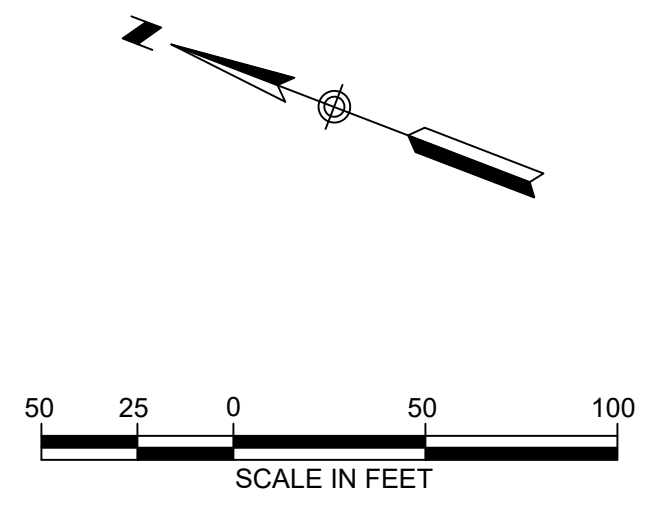
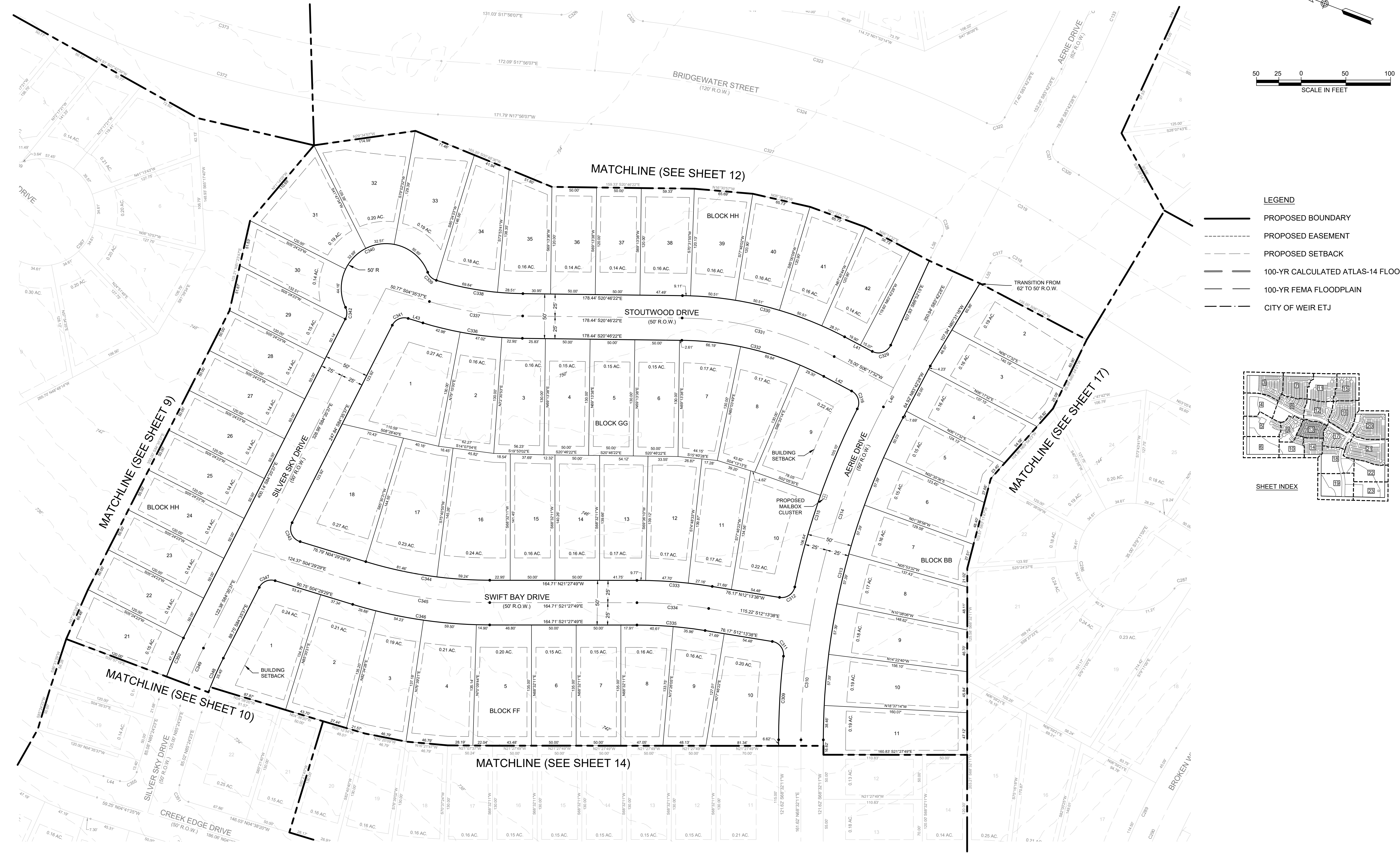
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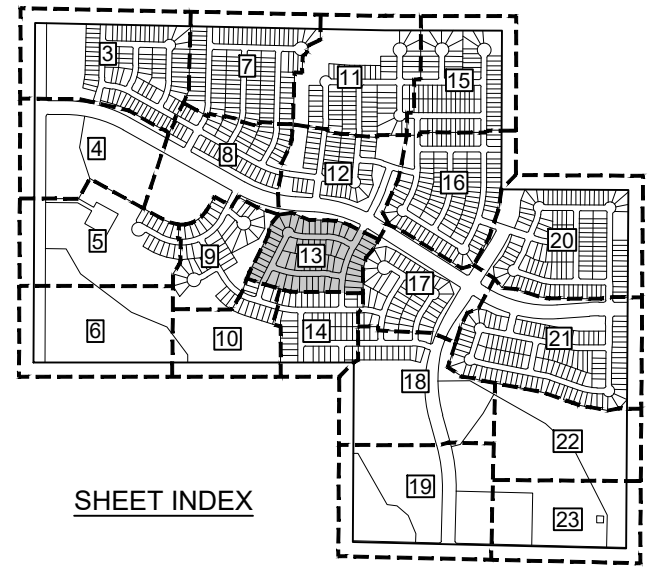
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JOB NUMBER: A491-0401
 SHEET NO. **9**
 OF 25 SHEETS

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- LEGEND**
- PROPOSED BOUNDARY
 - PROPOSED EASEMENT
 - PROPOSED SETBACK
 - 100-YR CALCULATED ATLAS-14 FLOODPLAIN
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395 AC. WEIR TRACT
PRELIMINARY PLAT
BEARINGS & DISTANCES

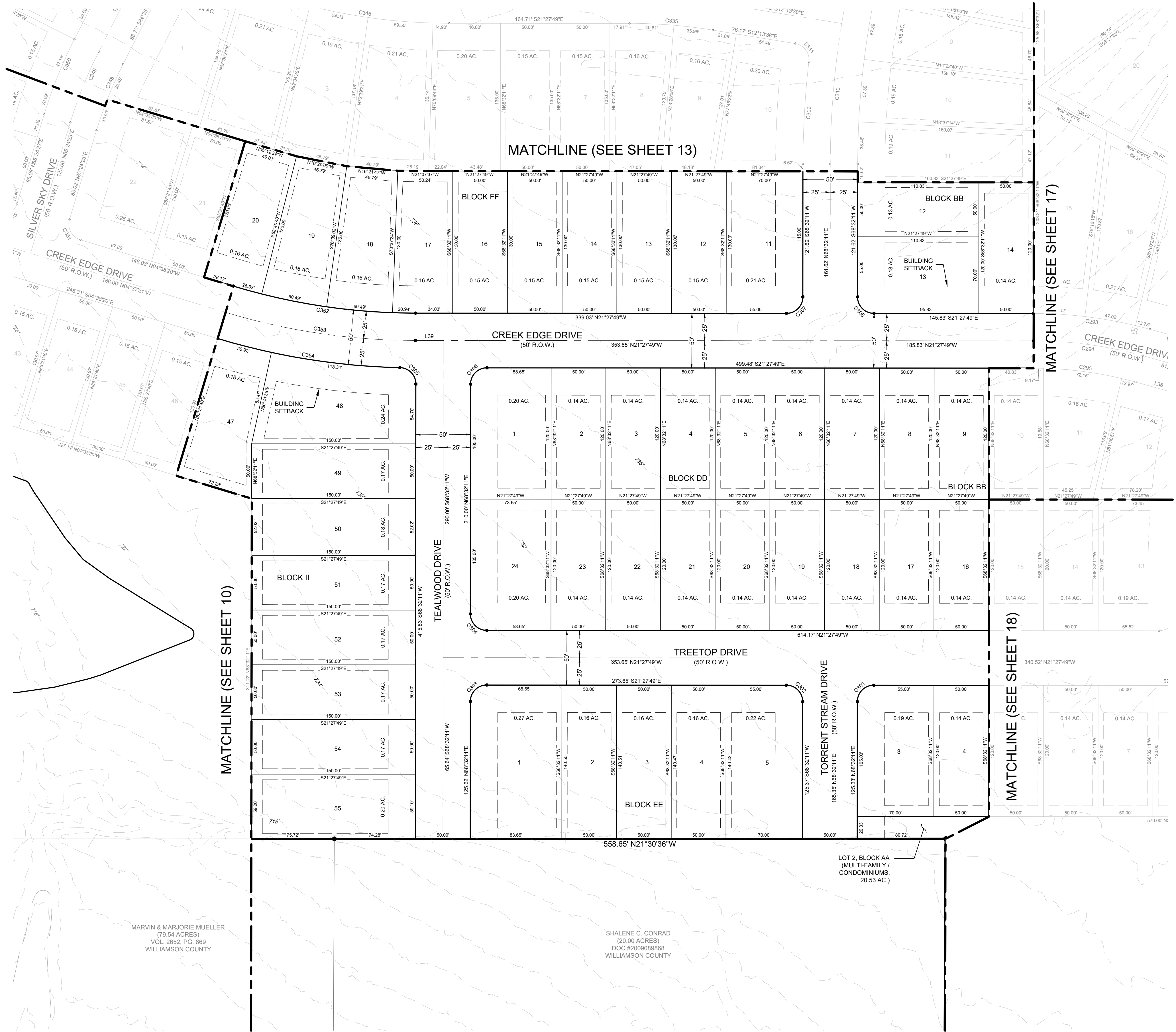
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JOB NUMBER: A491-0401
 SHEET NO. **13**
 OF 25 SHEETS

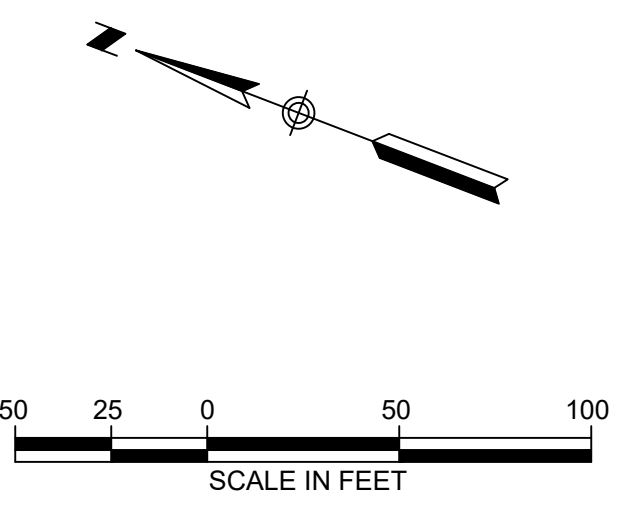
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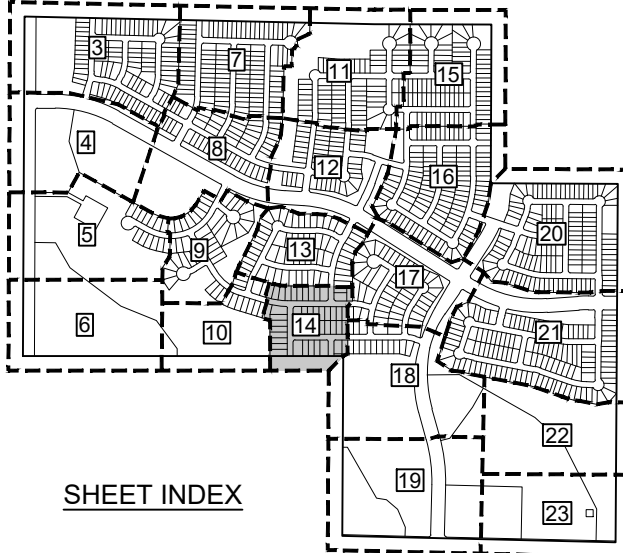
MARVIN & MARJORIE MUELLER
 (79.54 ACRES)
 VOL. 2652, PG. 869
 WILLIAMSON COUNTY

SHALENE C. CONRAD
 (20.00 ACRES)
 DOC #2009088888
 WILLIAMSON COUNTY

LOT 2, BLOCK AA
 (MULTI-FAMILY)
 CONDOMINIUMS,
 20.53 AC.)



- LEGEND**
- PROPOSED BOUNDARY
 - PROPOSED EASEMENT
 - PROPOSED SETBACK
 - 100-YR CALCULATED ATLAS-14 FLOODPLAIN
 - 100-YR FEMA FLOODPLAIN
 - CITY OF WEIR TJD



395 AC. WEIR TRACT
PRELIMINARY PLAT
BEARINGS & DISTANCES

NO.	REVISIONS DESCRIPTION	DATE	BY

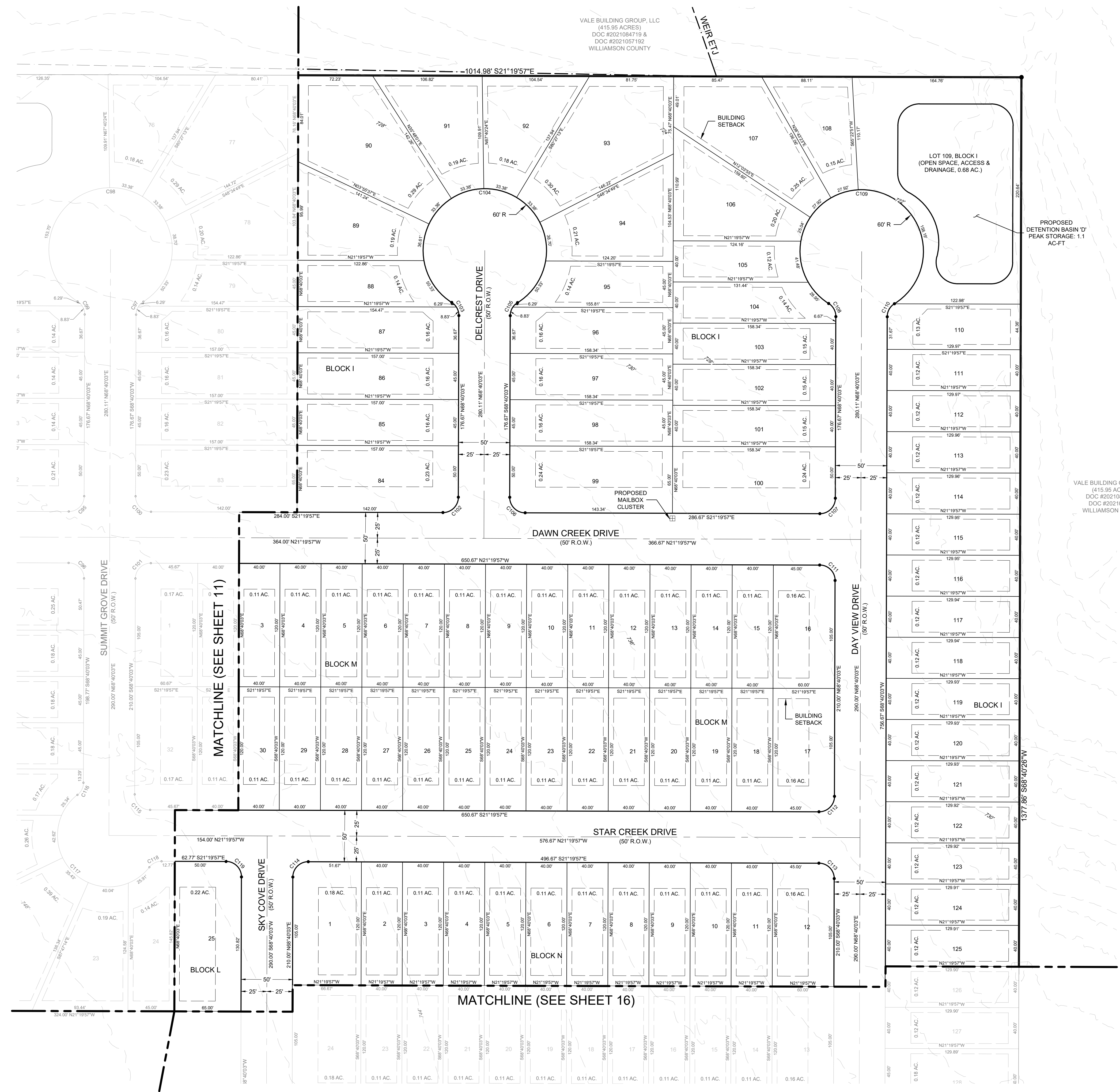
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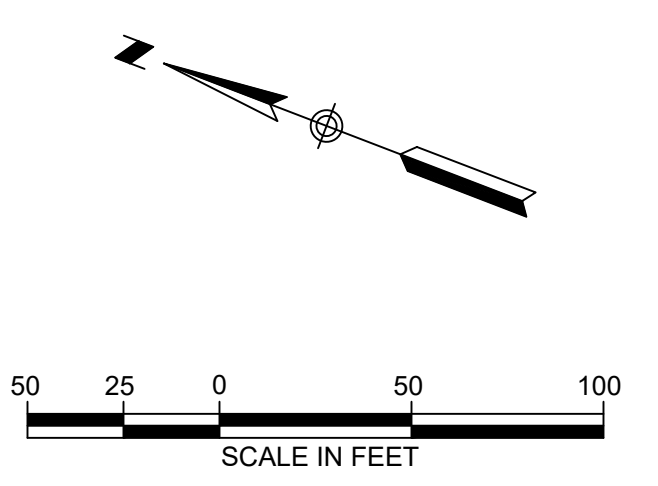
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 OF 25 SHEETS

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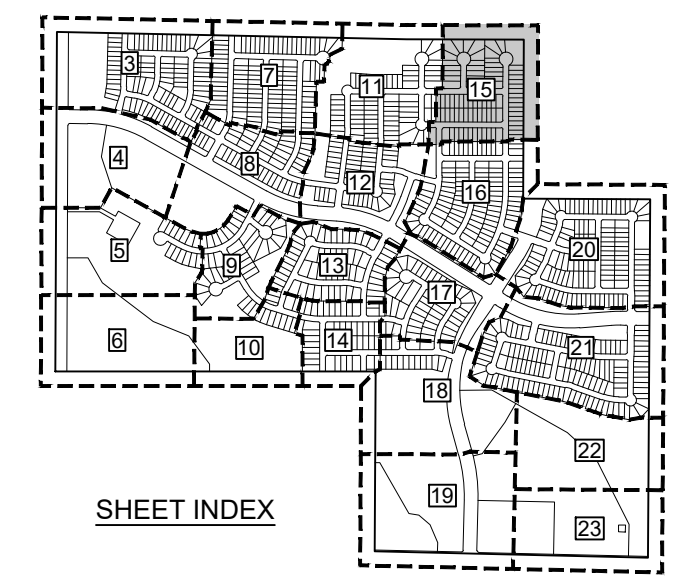


VALE BUILDING GROUP, LLC
 (415.95 ACRES)
 DOC #2021084719 &
 DOC #20231057152
 WILLIAMSON COUNTY

VALE BUILDING GROUP, LLC
 (415.95 ACRES)
 DOC #2021084719 &
 DOC #20231057152
 WILLIAMSON COUNTY



- LEGEND**
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395 AC. WEIR TRACT
PRELIMINARY PLAT
BEARINGS & DISTANCES

NO.	REVISIONS	DESCRIPTION	BY	DATE

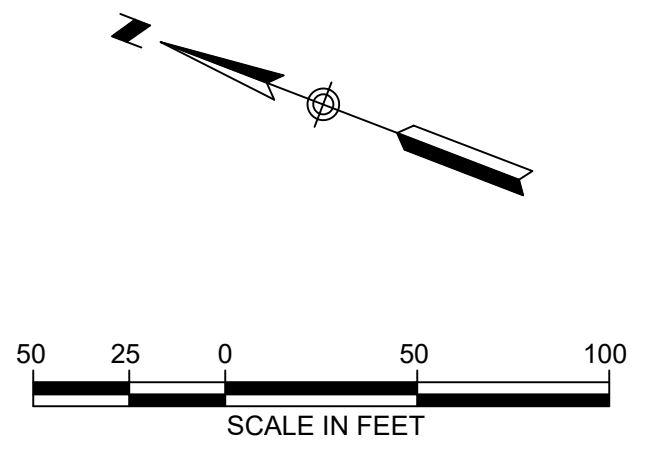
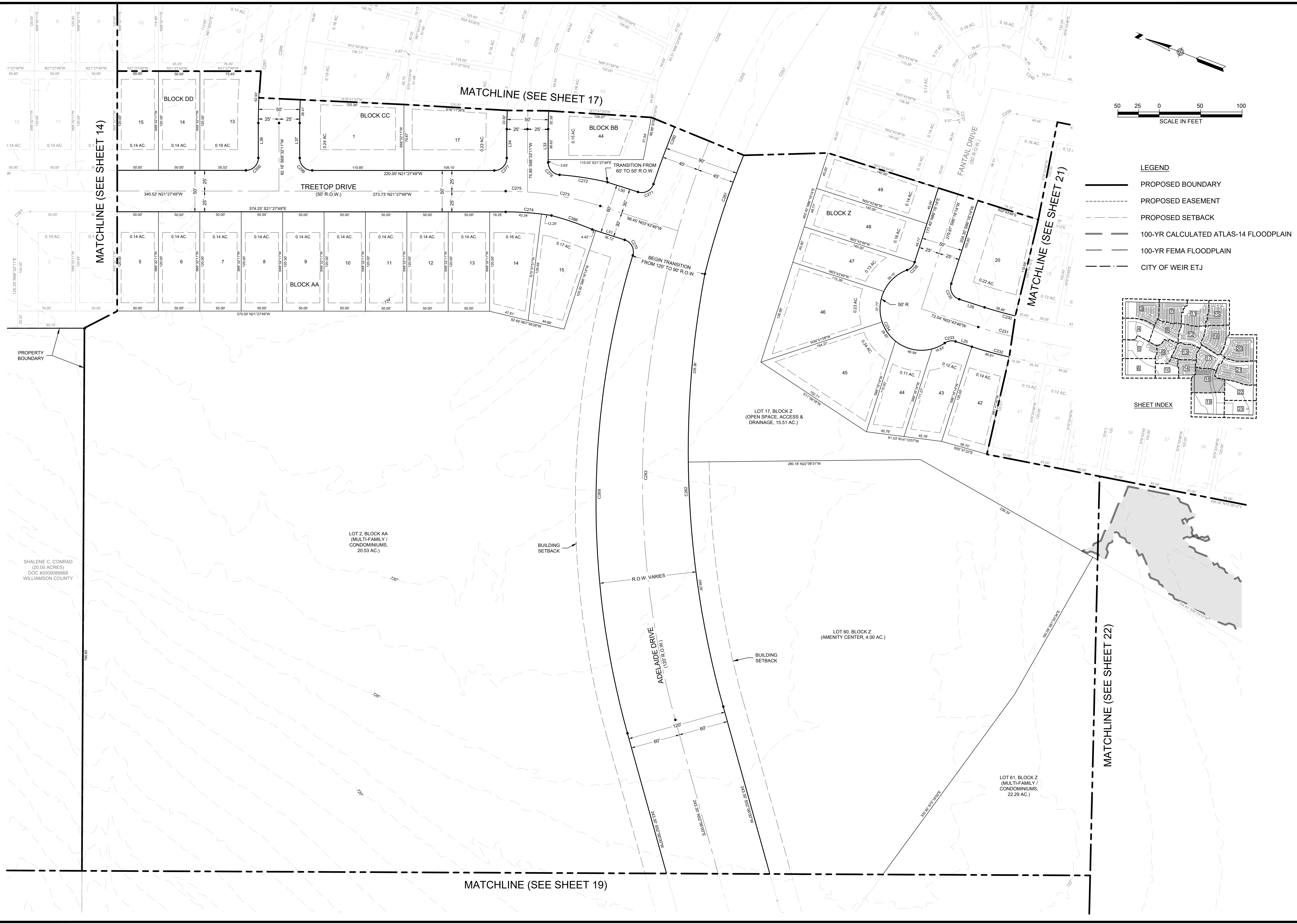
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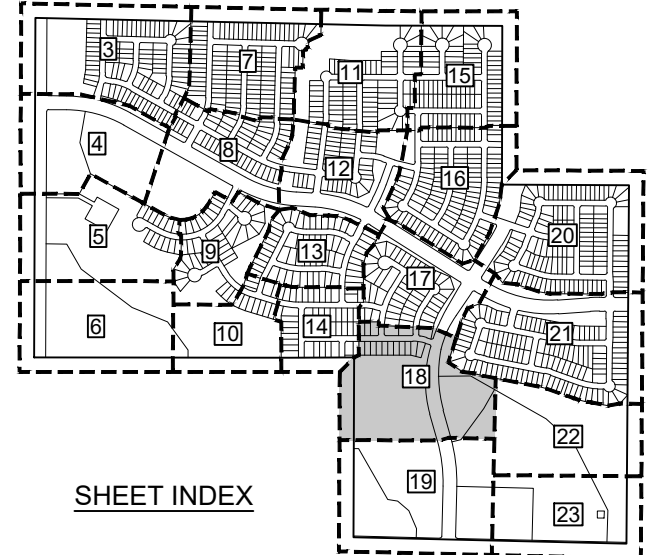
LJA Engineering, Inc.
 7500 Ralston Boulevard
 Building II, Suite 100
 Austin, Texas 78735
 Phone 512.439.4700
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 FRN - F-1386

JOB NUMBER: A491-0401
 SHEET NO. **15**
 OF 25 SHEETS

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 Plot Date/Time: Nov, 20, 23 - 11:31:26



- LEGEND**
- PROPOSED BOUNDARY
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395 AC. WEIR TRACT
PRELIMINARY PLAT
BEARINGS & DISTANCES

NO.	REVISIONS DESCRIPTION	DATE	BY

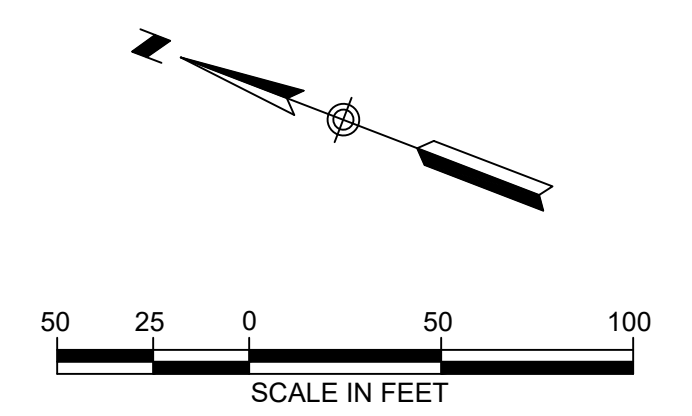
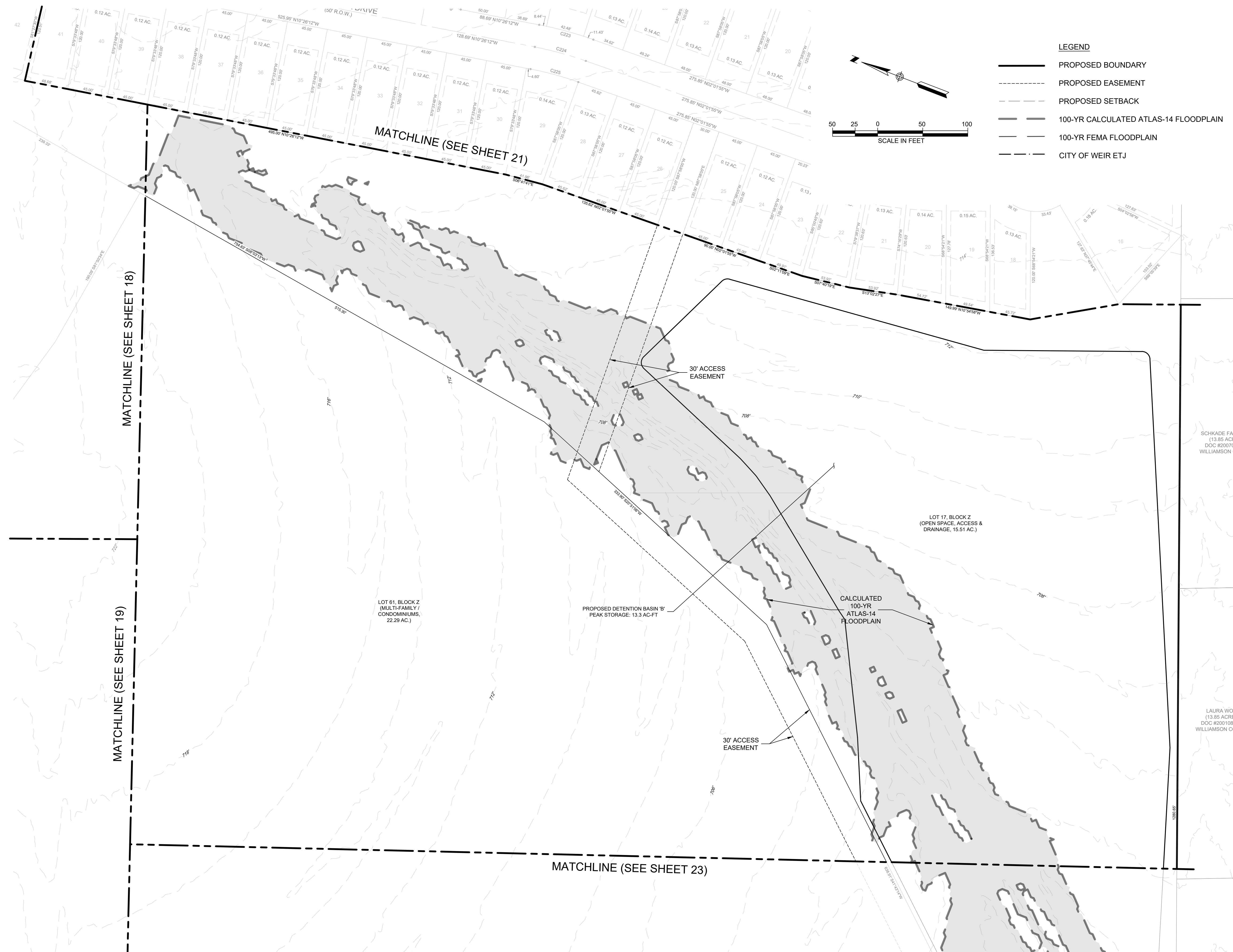
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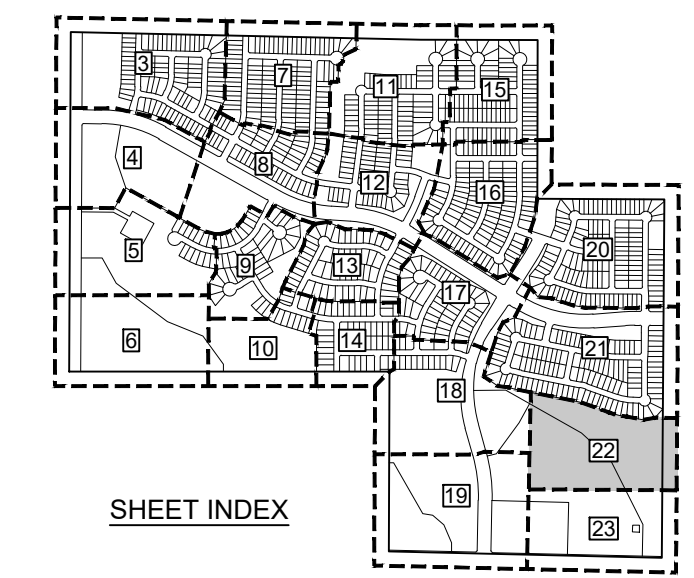
LJA Engineering, Inc.
 7500 Rialto Boulevard
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 Austin, Texas 78735
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 Fax 512.439.4716
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JOB NUMBER: A491-0401
 SHEET NO. **18**
 OF 25 SHEETS

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- LEGEND**
- PROPOSED BOUNDARY
 - - - PROPOSED EASEMENT
 - - - PROPOSED SETBACK
 - 100-YR CALCULATED ATLAS-14 FLOODPLAIN
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395 AC. WEIR TRACT
PRELIMINARY PLAT
BEARINGS & DISTANCES

NO.	DESCRIPTION	DATE	BY

DATE: _____
 DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 DRAWING NAME: Prelim-Plat.dwg



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 7500 Rialto Boulevard
 Building II, Suite 100
 Austin, Texas 78735

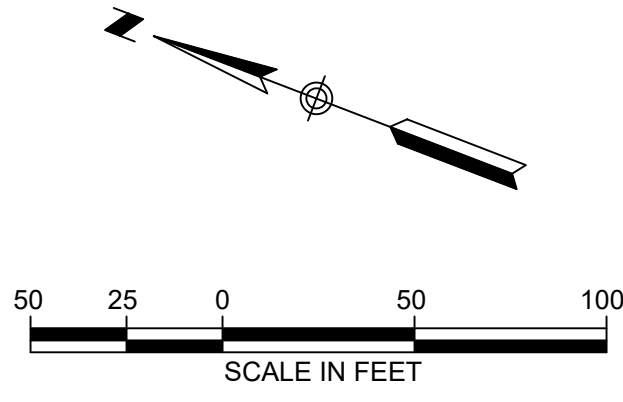
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 SHEET NO. **22**
 OF 25 SHEETS

SCHKADE FAMILY LP
 (13.85 ACRES)
 DOC #2007088886
 WILLIAMSON COUNTY

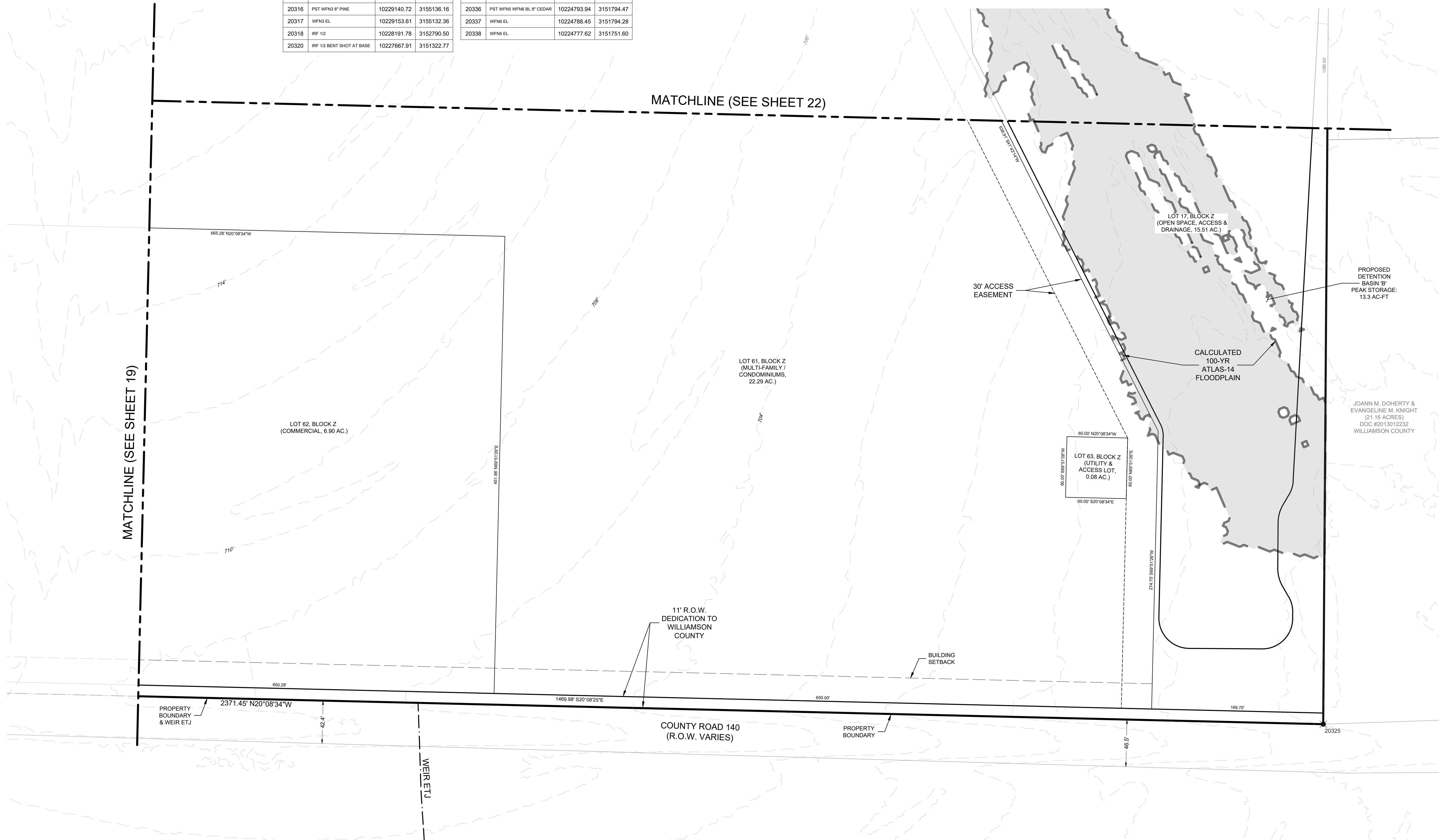
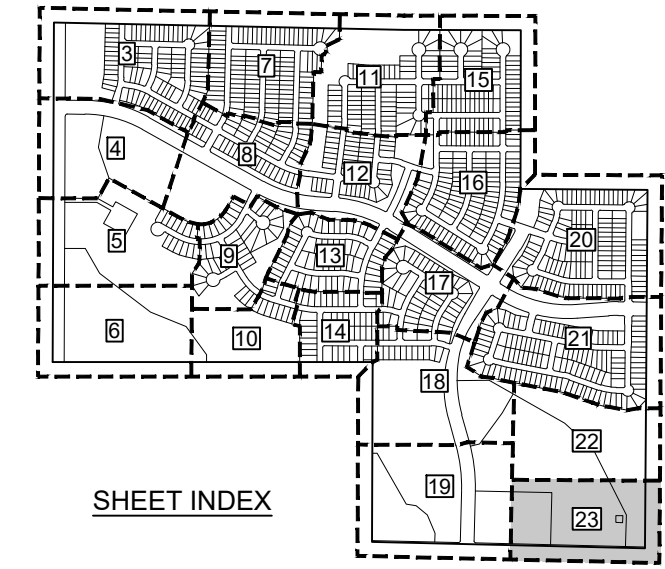
LAURA WOLF
 (13.85 ACRES)
 DOC #2001088884
 WILLIAMSON COUNTY

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20303	IRF 5/8	10229526.79	3156101.74
20304	WDFN1 BL 4FT WOOD	10229555.59	3156135.19
20305	WFN1 BL 4FT BW	10229503.06	3156048.59
20306	PST WFN1 8" CEDAR	10229527.15	3156101.25
20307	WFN1 WDFN1 EL	10229541.21	3156096.74
20308	WFN1 EL	10229546.26	3156094.07
20310	IRF 5/8	10229633.22	3156336.34
20311	WDFN2 BL WDFN 4FT WOOD	10229633.96	3156336.12
20312	WDFN2 EL	10229638.16	3156333.94
20313	IRF 1/2	10229727.79	3156579.46
20314	IRF 5/8	10229140.44	3155136.50
20315	WFN3 BL 4FT BARBED	10229147.92	3155153.63
20316	PST WFN3 8" PINE	10229140.72	3155136.16
20317	WFN3 EL	10229153.61	3155132.36
20318	IRF 1/2	10228191.78	3152790.50
20320	IRF 1/2 BENT SHOT AT BASE	10227667.91	3151322.77

Point Table			
Point #	Point Description	Northing	Easting
20321	IRF 1/2	10226227.35	3151843.70
20322	IRFC 1/2 FOREST RPLS 1/4"	10225628.79	3152077.12
20323	IRFC 1/2 TLS	10222637.16	3153188.52
20324	IRFC 1/2 BGE INC	10222539.33	3153225.20
20325	IRF 1/2	10222814.63	3153171.11
20326	IRFC 1/2 BGE INC	10224490.88	3152503.91
20329	IR IN PST ADDRESS SIGN	10225008.81	3152318.25
20330	WFN4 BL 4FT BW	10224964.96	3152333.44
20331	PST WFN4 4FT BW 6" PINE	10224984.14	3152325.43
20332	WFN4 EL	10224976.08	3152301.83
20333	IRFC STEGER RIZZELL	10225040.80	3152354.53
20334	IRF 5/8	10224794.25	3151794.22
20335	WFN6 BL 3.5FT BW	10224798.08	3151808.13
20336	PST WFN6 WFN6 BL 8" CEDAR	10224793.94	3151794.47
20337	WFN6 EL	10224788.45	3151794.28
20338	WFN6 EL	10224777.62	3151751.60



- LEGEND**
- PROPOSED BOUNDARY
 - - - PROPOSED EASEMENT
 - - - PROPOSED SETBACK
 - 100-YR CALCULATED ATLAS-14 FLOODPLAIN
 - 100-YR FEMA FLOODPLAIN
 - - - CITY OF WEIR ETJ



395 AC. WEIR TRACT
PRELIMINARY PLAT
BEARINGS & DISTANCES

NO.	REVISIONS DESCRIPTION	BY	DATE

DATE: _____
DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____
DRAWING NAME: Prelim-Plat.dwg



LJA Engineering, Inc.
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

JJA
7500 Rialto Boulevard
Building II, Suite 100
Austin, Texas 78735

JOB NUMBER: A491-0401
SHEET NO. **23**
OF 25 SHEETS

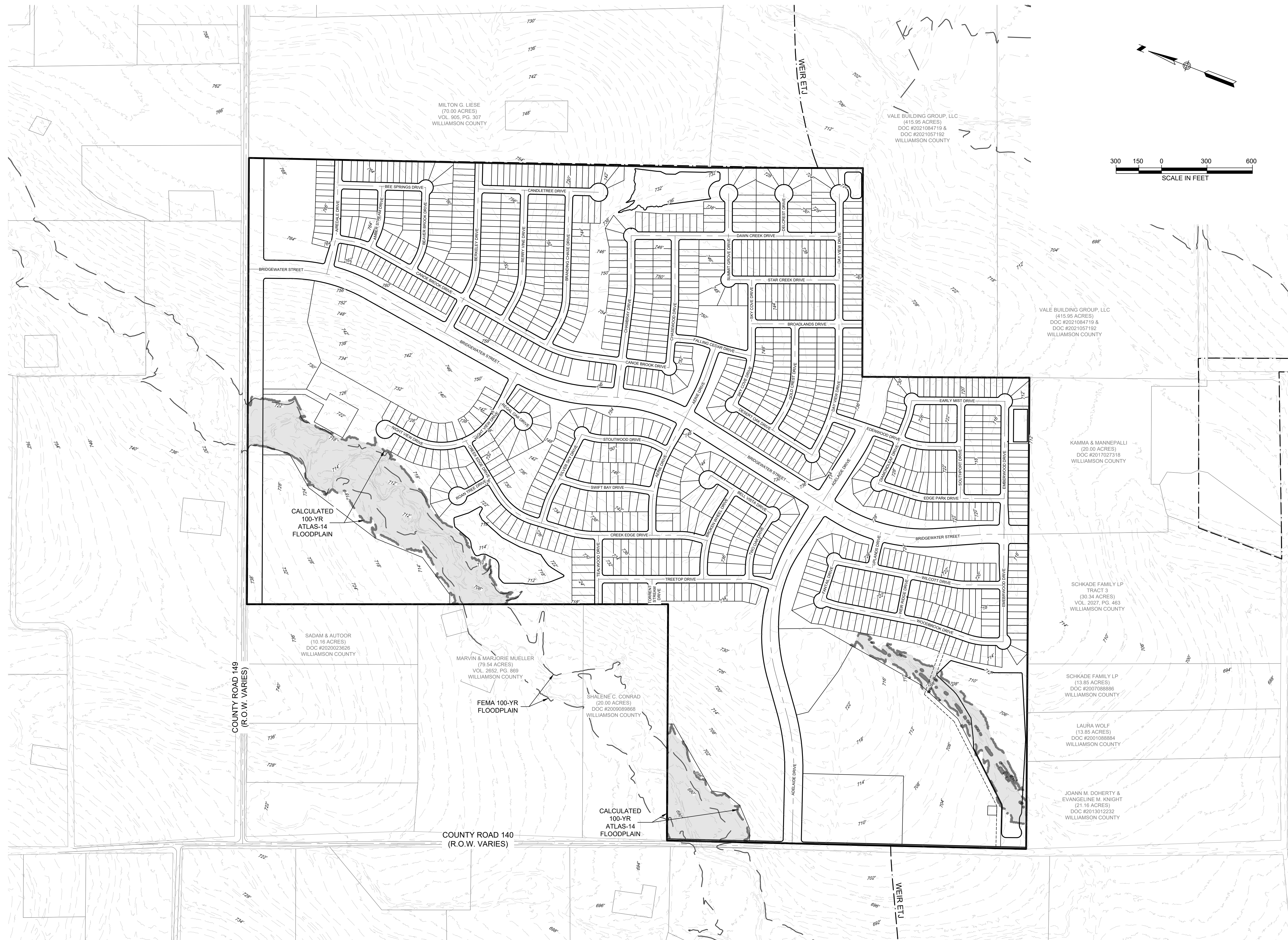
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User: ccornel
Last Modified: Nov, 20, 23 - 11:18
Plot Date/Time: Nov, 20, 23 - 11:53:56

395 AC. WEIR TRACT
PRELIMINARY PLAT
LINE AND CURVE TABLES

CURVE TABLE						
CURVE #	ARC LENGTH	RADIUS	DELTA	TANGENT	CHORD LENGTH	CHORD DIRECTION
C1	23.49	15.00	89° 42' 33"	14.92	21.16	S23° 54' 15"W
C2	23.64	15.00	90° 17' 27"	15.08	21.27	S66° 05' 45"E
C3	217.67	1160.00	10° 45' 05"	109.16	217.35	S15° 34' 29"E
C4	248.04	1100.00	12° 55' 11"	124.55	247.51	S14° 29' 26"E
C5	520.24	1040.00	28° 39' 40"	265.68	514.83	S6° 37' 11"E
C6	22.68	15.00	86° 37' 46"	14.14	20.58	S53° 30' 49"E
C7	23.27	15.00	88° 52' 57"	14.71	21.01	S38° 43' 50"W
C8	23.41	15.00	89° 25' 07"	14.85	21.11	N65° 11' 46"W
C9	32.52	400.00	4° 39' 31"	16.27	32.51	S80° 50' 33"W
C10	85.55	375.00	13° 04' 17"	42.96	85.37	N76° 38' 10"E
C11	58.73	400.00	8° 24' 47"	29.42	58.68	S74° 18' 24"W
C12	23.71	425.00	3° 11' 49"	11.86	23.71	S71° 41' 56"W
C13	22.20	15.00	84° 47' 03"	13.69	20.23	S30° 54' 19"W
C14	98.78	525.00	10° 46' 48"	49.53	98.63	S6° 05' 49"E
C15	131.14	500.00	15° 01' 40"	65.96	130.77	S3° 58' 22"E
C16	159.15	475.00	19° 11' 51"	80.33	158.41	N1° 53' 17"W
C17	22.45	15.00	85° 45' 07"	13.93	20.41	S43° 34' 58"E
C18	36.39	500.00	4° 10' 11"	18.20	36.38	S5° 37' 33"W
C19	22.47	15.00	85° 49' 49"	13.95	20.43	S50° 37' 33"W
C20	143.19	350.00	23° 26' 27"	72.61	142.20	N81° 49' 14"E
C21	153.42	375.00	23° 26' 27"	77.80	152.35	N81° 49' 14"E
C22	163.65	400.00	23° 26' 27"	82.98	162.51	S81° 49' 14"W
C23	23.56	15.00	90° 00' 00"	15.00	21.21	N25° 06' 01"E
C24	23.56	15.00	90° 00' 00"	15.00	21.21	N64° 53' 59"W
C25	23.56	15.00	90° 00' 00"	15.00	21.21	N25° 06' 01"E
C26	23.56	15.00	90° 00' 00"	15.00	21.21	S6° 02' 43"E
C27	13.62	15.00	52° 01' 12"	7.32	13.16	N45° 54' 35"W
C28	169.33	50.00	194° 02' 25"	406.04	99.25	N25° 06' 01"E
C29	23.56	15.00	90° 00' 00"	15.00	21.21	N25° 06' 01"E
C30	13.62	15.00	52° 01' 12"	7.32	13.16	S83° 53' 22"E
C31	168.68	350.00	27° 36' 38"	86.00	167.04	N83° 54' 20"E
C32	160.71	375.00	27° 36' 38"	92.15	178.97	N83° 54' 20"E
C33	162.76	400.00	27° 36' 38"	98.29	190.90	N83° 54' 20"E
C34	23.56	15.00	90° 00' 00"	15.00	21.21	N52° 42' 39"E
C35	23.56	15.00	90° 00' 00"	15.00	21.21	S37° 17' 21"E
C36	271.73	1160.00	13° 25' 18"	136.49	271.11	S11° 00' 00"W
C37	302.22	1100.00	15° 44' 30"	152.07	301.27	S0° 09' 36"E
C38	23.56	15.00	90° 00' 00"	15.00	21.21	S52° 42' 39"W
C39	23.56	15.00	90° 00' 00"	15.00	21.21	S37° 17' 21"E
C40	23.56	15.00	90° 00' 00"	15.00	21.21	N37° 17' 21"W
C41	23.56	15.00	90° 00' 00"	15.00	21.21	N52° 42' 39"E
C42	23.56	15.00	90° 00' 00"	15.00	21.21	N37° 17' 21"W
C43	168.68	350.00	27° 36' 38"	86.00	167.04	S83° 54' 20"W
C44	180.71	375.00	27° 36' 38"	92.15	178.97	N83° 54' 20"E
C45	192.76	400.00	27° 36' 38"	98.29	190.90	S83° 54' 20"W
C46	23.56	15.00	90° 00' 00"	15.00	21.21	S52° 42' 39"W
C47	23.56	15.00	90° 00' 00"	15.00	21.21	S52° 42' 39"W
C48	23.56	15.00	90° 00' 00"	15.00	21.21	S37° 17' 21"E
C49	204.81	425.00	27° 36' 38"	104.43	202.83	S83° 54' 20"W
C50	192.76	400.00	27° 36' 38"	98.29	190.90	N83° 54' 20"E
C51	180.71	375.00	27° 36' 38"	92.15	178.97	N83° 54' 20"E
C52	23.56	15.00	90° 00' 00"	15.00	21.21	N25° 06' 01"E
C53	23.56	15.00	90° 00' 00"	15.00	21.21	N64° 53' 59"W
C54	23.56	15.00	90° 00' 00"	15.00	21.21	S25° 06' 01"W
C55	23.56	15.00	90° 00' 00"	15.00	21.21	N64° 53' 59"W
C56	15.12	15.00	57° 46' 09"	8.28	14.49	S48° 47' 03"E
C57	309.49	60.00	295° 32' 17"	37.83	64.00	S70° 06' 01"W
C58	15.12	15.00	57° 46' 09"	8.28	14.49	N8° 59' 05"E
C59	23.56	15.00	90° 00' 00"	15.00	21.21	N64° 53' 59"W
C60	23.56	15.00	90° 00' 00"	15.00	21.21	N25° 06' 01"E
C61	204.81	425.00	27° 36' 38"	104.43	202.83	S83° 54' 20"W
C62	192.76	400.00	27° 36' 38"	98.29	190.90	S83° 54' 20"W
C63	180.71	375.00	27° 36' 38"	92.15	178.97	N83° 54' 20"E
C64	23.56	15.00	90° 00' 00"	15.00	21.21	S37° 17' 21"E
C65	31.84	750.00	2° 25' 57"	15.92	31.84	S83° 29' 40"W
C66	25.08	15.00	95° 48' 24"	16.60	22.26	S49° 48' 27"W
C67	295.07	775.00	21° 48' 51"	149.34	293.29	N3° 11' 47"W
C68	253.71	750.00	19° 22' 54"	128.08	252.50	S4° 24' 45"E
C69	202.55	725.00	16° 00' 27"	101.94	201.90	S6° 05' 59"E
C70	23.56	15.00	90° 00' 00"	15.00	21.21	N30° 53' 48"E
C71	23.56	15.00	90° 00' 00"	15.00	21.21	S59° 06' 12"E
C72	23.56	15.00	90° 00' 00"	15.00	21.21	N43° 46' 12"W
C73	23.56	15.00	90° 00' 00"	15.00	21.21	S30° 53' 48"W
C74	13.62	15.00	52° 01' 12"	7.32	13.16	N11° 54' 24"E
C75	171.37	50.00	196° 22' 45"	347.42	98.98	N60° 16' 23"W
C76	24.17	15.00	92° 20' 20"	15.63	24.64	S60° 16' 23"E
C77	13.62	15.00	52° 01' 12"	7.32	13.16	S47° 32' 51"W
C78	23.56	15.00	90° 00' 00"	15.00	21.21	N61° 26' 33"W
C79	96.10	375.00	14° 41' 00"	48.32	95.84	N9° 06' 03"W
C80	102.51	400.00	14° 41' 00"	51.54	102.23	S9° 06' 03"E
C81	108.92	425.00	14° 41' 00"	54.76	108.62	N9° 06' 03"W
C82	23.56	15.00	90° 00' 00"	15.00	21.21	N28° 33' 27"E
C83	61.88	725.00	4° 53' 24"	30.96	61.86	N71° 06' 45"E
C84	59.74	700.00	4° 53' 24"	29.89	59.73	N71° 06' 45"E
C85	57.61	725.00	4° 53' 24"	28.82	57.59	N71° 06' 45"E
C86	91.47	675.00	7° 13' 45"	45.80	91.41	S72° 16' 55"W
C87	88.32	700.00	7° 13' 45"	44.22	88.26	S72° 16' 55"W
C88	85.17	675.00	7° 13' 45"	42.64	85.11	N72° 16' 55"E
C89	13.62	15.00	52° 01' 12"	7.32	13.16	N42° 39' 27"E
C90	169.33	50.00	194° 02' 25"	406.04	99.25	S6° 02' 43"E
C91	23.56	15.00	90° 00' 00"	15.00	21.21	N66° 19' 57"W
C92	13.62	15.00	52° 01' 12"	7.32	13.16	S4° 40' 39"W
C93	23.56	15.00	90° 00' 00"	15.00	21.21	N23° 40' 03"E
C94	23.56	15.00	90° 00' 00"	15.00	21.21	S66° 19' 57"E
C95	23.56	15.00	90° 00' 00"	15.00	21.21	S85° 05' 03"E
C96	23.56	15.00	90° 00' 00"	15.00	21.21	S23° 40' 03"W
C97	15.12	15.00	57° 46' 09"	8.28	14.49	N82° 26' 53"W
C98	309.49	60.00	295° 32' 17"	37.83	64.00	S21° 19' 57"E
C99	15.12	15.00	57° 46' 09"	8.28	14.49	N39° 46' 59"E
C100	23.56	15.00	90° 00' 00"	15.00	21.21	S23° 40' 03"W

CURVE TABLE						
CURVE #	ARC LENGTH	RADIUS	DELTA	TANGENT	CHORD LENGTH	CHORD DIRECTION
C101	23.56	15.00	90° 00' 00"	15.00	21.21	N66° 19' 57"W
C102	23.56	15.00	90° 00' 00"	15.00	21.21	S66° 05' 45"E
C103	15.12	15.00	57° 46' 09"	8.28	14.49	N39° 46' 59"E
C104	309.49	60.00	295° 32' 17"	37.83	64.00	S21° 19' 57"E
C105	15.12	15.00	57° 46' 09"	8.28	14.49	N82° 26' 53"W
C106	23.56	15.00	90° 00' 00"	15.00	21.21	S23° 40' 03"W
C107	23.56	15.00	90° 00' 00"	15.00	21.21	S66° 19' 57"E
C108	15.12	15.00	57° 46' 09"	8.28	14.49	N39° 46' 59"E
C109	309.49	60.00	295° 32' 17"	37.83	64.00	S21° 19' 57"E
C110	15.12	15.00	57° 46' 09"	8.28	14.49	N82° 26' 53"W
C111	23.56	15.00	90° 00' 00"	15.00	21.21	N23° 40' 03"E
C112	23.56	15.00	90° 00' 00"	15.00	21.21	S66° 19' 57"E
C113	23.56	15.00	90° 00' 00"	15.00	21.21	S23° 40' 03"W
C114	23.56	15.00	90° 00' 00"	15.00	21.21	S66° 19' 57"E
C115	23.56	15.00	90° 00' 00"	15.00	21.21	S23° 40' 03"W
C116	13.62	15.00	52° 01' 12"	7.32	13.16	N85° 19' 21"W
C117	169.33	50.00	194° 02' 25"	406.04	99.25	S23° 40' 03"W
C118	13.62	15.00	52° 01' 12"	7.32	13.16	S47° 20' 33"E
C119	23.56	15.00	90° 00' 00"	15.00	21.21	S23° 40' 03"W
C120	23.56	15.00	90° 00' 00"	15.00	21.21	N23° 40' 03"E
C121	23.56	15.00	90° 00' 00"	15.00	21.21	N66° 19' 57"W
C122	61.02	600.00	5° 49' 37"	30.54	60.99	S71° 34' 52"W
C123	11.32	575.00	1° 07' 41"	5.68	11.32	S60° 13' 53"W
C124	26.76	15.00	102° 13' 11"	16.60	23.35	N59° 05' 41"W
C125	22.53	15.00	86° 03' 17"	14.00	20.47	S35° 02' 33"W
C126	26.76	15.00	102° 13' 11"	16.60	23.35	S6° 02' 43"E
C127	43.46	400.00	6° 13' 33"	21.75	43.44	S4° 52' 19"E
C128	40.75	375.00	6° 13' 33"	20.39	40.74	N4° 52' 19"W
C129	22.95	15.00	87° 39' 14"	14.40	20.77	S47° 55' 56"E
C130	23.56	15.00	90° 00' 00"	15.00	21.21	N43° 14' 27"E
C131	150.35	899.59	9° 34' 32"	75.35	150.17	S87° 21' 10"E
C132	154.58	1100.00	6° 03' 05"	77.42	154.45	S87° 44' 00"E
C133	158.62	1376.80	6° 36' 34"	79.52	158.74	S86° 05' 37"E
C134	177.09	575.00	17° 38' 44"	89.25	176.39	S85° 53' 34"W
C135	222.23	600.00	21° 13' 16"	112.40	220.96	S85° 06' 18"W
C136	295.05	625.00	27° 02' 53"	150.33	292.32	S82° 11' 29"W
C137	13.62	15.00	52° 01' 12"	7.32	13.16	N58° 16' 28"W
C138	164.88	50.00	188° 56' 20"	639.66	99.70	S53° 15' 58"W
C139	22.23	15.00	84° 53' 55"	13.72	20.25	S53° 15' 58"W
C140	13.62	15.00	52° 01' 12"	7.32	13.16	S15° 34' 29"E
C141	23.56	15.00	90° 00' 00"	15.00	21.21	S34° 11' 00"E
C142	23.56	15.00	90° 00' 00"	15.00	21.21	S55° 49' 00"W
C143	350.69	625.00	32° 08' 57"	180.10	346.11	S84° 44' 32"W
C144	336.67	600.0				

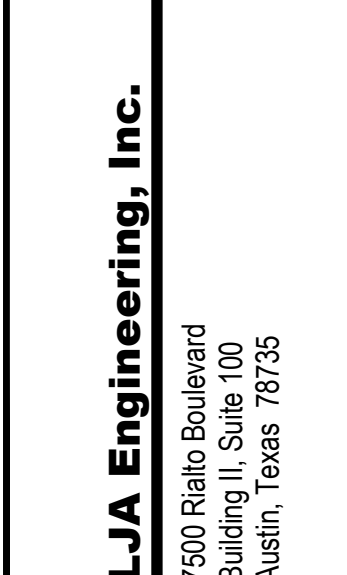
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395 AC. WEIR TRACT
PRELIMINARY PLAT
OVERALL PLAN SHEET

NO.	REVISIONS DESCRIPTION	BY	DATE

DATE: _____
 DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 DRAWING NAME: Prelim-Plat.dwg



LJA Engineering, Inc.
 7500 Ralston Boulevard
 Building II, Suite 100
 Austin, Texas 78735
 Phone 512.439.4700
 Fax 512.439.4716
 FRN - F-1386

JOB NUMBER: A491-0401
 SHEET NO. **25**
 OF 25 SHEETS

Commissioners Court - Regular Session

40.

Meeting Date: 12/05/2023

Jarrell ISD Update

Submitted For: Valerie Covey

Submitted By: Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear and discuss an update from Jarrell Independent School District Superintendent Dr. Toni Hicks.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 11/30/2023

Reviewed By

Becky Pruitt

Date

11/30/2023 10:54 AM

Started On: 11/29/2023 12:13 PM

Commissioners Court - Regular Session

41.

Meeting Date: 12/05/2023

December 5 2023 Wellness Updates

Submitted For: Rebecca Clemons

Submitted By: Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the December 5, 2023, Wellness Updates.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

December 5, 2023, Wellness Updates

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 11/30/2023

Reviewed By

Becky Pruitt

Date

11/30/2023 11:29 AM

Started On: 11/30/2023 11:17 AM

WELLNESS UPDATE

12/05/23



Stress Awareness Month

- ❖ EAP- Optum
- ❖ Offers mental health counseling, financial and legal counseling, as well as other well-being resources
- ❖ www.liveandworkwell.com
Access code: wilco

Sleep Support:

- ❖ In-home and in-office sleep studies available through Wilco Medical plans
- ❖ 100% covered on Navigate and Choice Plus plans
- ❖ HSA plan will need to meet the deductible

WELLNESS UPDATE CONTINUED



Wellness Action Items

- ❖ All items must reflect as completed in the VP System by 12/15/23
- ❖ Items not submitted already run risk of not being processed by deadline

Congratulations to our winners!

- ❖ 1st place IT - Richard Semple, Inky Chandler-Mertz , Michelle Kleen, Michael Foster, Alison Gleason
- ❖ 2nd place Red Hot Chili Steppers – Georgia Roberts, Nancy Schiller, Brittany Roes, Ciera Lanier, Evan Kanzaki

Check out our other resources in the We Are Wilco Newsletter located on your employee Sharepoint page!

Williamson County Employee Portal

News

[See all](#)



Tech Update

New Teams App Coming Soon

Microsoft has released a sleeker, faster Teams app that will soon be available t...



Julie Wassink November 9
115 views



Williamson County

November Employee Anniversaries

Congratulations to the hard-working individuals below...

Julie Wassink November 9
323 views



Williamson County

Personal Space Heaters

The use of personal space heaters will undoubtedly...

Julie Wassink November 9
359 views



HR Services

Financial Awareness Month

This month we are showcasing ways Wilco One, our...

Angela Collins November 9
138 views

Commissioners Court - Regular Session

42.

Meeting Date: 12/05/2023

appointment to Opportunities Board

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Commissioner Terry Cook to the board for Opportunities for Williamson and Burnet Counties.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst. (Originator)
Form Started By: Becky Pruitt
Final Approval Date: 11/28/2023

Reviewed By

Becky Pruitt

Date

11/28/2023 08:11 AM
Started On: 11/27/2023 01:12 PM

Commissioners Court - Regular Session

43.

Meeting Date: 12/05/2023

ESD #10 Appointment of Donald Jirasek

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 appointing Donald Jirasek to ESD #10 board with the term to commence December 5, 2023, and continue until December, 31, 2025.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Amalia Puentes-Zuazua

Final Approval Date: 11/17/2023

Reviewed By

Becky Pruitt

Date

11/17/2023 09:38 AM

Started On: 11/16/2023 02:41 PM

Commissioners Court - Regular Session

44.

Meeting Date: 12/05/2023

ESD #5 Reappoint Barry Cryer and Bill Lawson

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 reappointing Barry Cryer and Bill Lawson to ESD #5 board with the term to continue until December 31, 2025.

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: 11/21/2023

Reviewed By

Becky Pruitt

Date

11/21/2023 03:20 PM

Started On: 11/17/2023 09:27 AM

Commissioners Court - Regular Session

45.

Meeting Date: 12/05/2023

Cancel Commissioners Court

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on canceling Commissioners Court for Tuesday, January 2, 2024.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 11/21/2023

Reviewed By

Becky Pruitt

Date

11/21/2023 03:23 PM

Started On: 11/21/2023 03:05 PM

Commissioners Court - Regular Session

46.

Meeting Date: 12/05/2023

Public Hearing on Guidelines and Criteria

Submitted By: Ellyssa Collinsworth, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hold a Public Hearing on the re-adoption of guidelines for Texas Tax Code Chapter 312 Tax Abatements and re-adoption of a Williamson County Tax Abatement Policy Resolution.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Williamson County Tax Abatement Policy Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ellyssa Collinsworth

Final Approval Date: 11/15/2023

Reviewed By

Becky Pruitt

Date

11/15/2023 11:56 AM

Started On: 11/15/2023 11:31 AM

WILLIAMSON COUNTY TAX ABATEMENT POLICY

RESOLUTION

A RESOLUTION ADOPTING GUIDELINES AND CRITERIA GOVERNING REINVESTMENT ZONES AND TAX ABATEMENT AGREEMENTS WITHIN WILLIAMSON COUNTY, TEXAS.

WHEREAS, the County of Williamson must compete with other counties across the State and across the Nation currently offering tax abatements and other incentives to attract new industry or to keep existing industry; and

WHEREAS, new jobs and industries will benefit the local economy, strengthen the real estate market, and generate future tax revenue; and

WHEREAS, pursuant to Section 312.002 of the Texas Property Tax Code, V.A.T.S., the County may not designate an area as a reinvestment zone and may not enter into an abatement agreement unless the Commissioner's Court holds a public hearing pursuant to tax code 312.401 and has established guidelines and criteria governing tax abatement agreements, Now Therefore

BE IT RESOLVED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS

That the following guidelines and criteria governing tax abatement agreements within Williamson County are hereby adopted.

SECTION 1. AUTHORIZATION OF ABATEMENT

- A. Economic Qualifications: In order for the owner of property within a reinvestment zone to be eligible to receive a tax abatement, the owner must show that the planned project will:
1. be a major investment that will substantially increase the appraised value of property within the zone; and
 2. contribute to the retention or expansion of primary and secondary employment within the County over the period of the agreement.
- B. Creation of New Value: As of January 1st of the first year of the agreement and on which substantial improvements are made an abatement will be granted for only the increased taxable value of the eligible property, property Improvements, or business personal property made subsequent to and listed in an abatement agreement between the County and the property owner and lessee (if required), subject to such limitations as the County may require. The amount of value from the substantial improvements as agreed to in the abatement contract may not be

appealed to the Appraisal Review Board of the Central Appraisal District for a taxable value less than agreement stated on the increase in value over the period of the agreement.

- C. Agricultural Exemptions Denied: No tax abatement shall be granted for any property unless and until full market value taxes have been paid for the five years prior to the execution of a tax abatement agreement.
- D. Eligible Property: Tax abatement agreements may exempt from taxation all or part of the increase in the value of the property over its value (i) in the year in which the agreement is executed or (ii) at a later date as agreed upon in the applicable agreement.

Eligible property will be described as:

- a. real property, real property improvements or leasehold interest;
 - b. furniture, fixtures, machinery, inventory & supplies; and
 - c. leased personal property as described in attached exhibit's (if any) (attach a copy of the lease agreement).
- E. Owned/Leased Facilities: If a leased facility is granted abatement, the tax abatement agreement shall be signed by both the lessor and the lessee.
 - F. Value and Term of Abatement: Abatement shall be granted effective on January 1 of the year (i) following the date of execution of the tax abatement agreement, or (ii) a later date as agreed upon in the applicable agreement. The percentage of the increase abated shall be determined in each tax abatement agreement. Length of abatements will be determined based upon the project and according to Tax Code 312.401(c).

SECTION II PUBLIC HEARING AND APPROVAL

- A. Prior to designating a reinvestment zone and entering into any tax abatement agreement, the County must hold a public hearing at which interested persons shall be entitled to speak for or against the approval of the reinvestment zone designation and the tax abatement agreement. Pursuant to Section 312.401(b), the County shall give notice of the public hearing on the designation of a reinvestment zone for tax abatement purposes. If a reinvestment zone comprising or containing the area of the proposed property to be abated has been previously designated by Commissioners Court, then the Court may, at its option, hold a public hearing at which interested persons shall be entitled to speak for or against the approval of the tax abatement agreement.
- B. Before approving any tax abatement agreement, the County must find that the terms of the proposed agreement meet these guidelines and criteria and that:

1. there will be no substantial adverse effect on the provision of county services or in its tax base; and
2. the planned use of the property will not constitute a hazard to public safety, health, or welfare.

SECTION III AGREEMENT

In addition to the specific requirements of Sections 312.205 and 312.402 of the Property Tax Code, the tax abatement agreement shall include the following:

1. an estimated increase to be abated and the current taxable value of the property;
2. a percent of increase to be abated each year, designated by specific year;
3. a commencement and expiration date of abatement;
4. a proposed use of improvement, nature of construction, time schedule, map, and property description;
5. the estimated number of jobs involved per year for the life of the tax abatement agreement;
6. a provision requiring the recapture of all or a portion of property tax revenue lost as a result of the agreement if the owner fails to meet any performance criterion provided by the agreement, and payment of a penalty, or interest, or both on that recaptured property tax revenue;
7. a provision for the timely filing of letters certifying compliance with the agreement in October of the year preceding each abated year and listing of who with the company requesting the abatement will be responsible each year for filing and who with the County will be receiving said compliance letters; and
8. a provision requiring timely filed exemption applications and confidential renditions to the Central Appraisal District or said agreement may be either penalized or cancelled.

SECTION IV ASSIGNMENT

Tax abatement agreements may be assigned to a new owner or lessee of the improvements with the written approval of the County, which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all duties and obligations of the assignor as set out in the

agreement. No assignment shall be approved if the assignor or assignee is indebted to the County for ad valorem taxes or other obligations.

SECTION V
AMENDMENTS TO GUIDELINES

This Resolution can be amended and added to upon action of the Commissioner's Court, and is effective upon December 7, 2023 and will remain in force for two (2) years, at which time all Reinvestment Zones and tax abatement agreements created pursuant to its provisions will be reviewed by the County to determine whether the goals have been achieved.

These guidelines and criteria are mutually exclusive of existing Industrial District agreements.

SECTION VI
VARIANCES

The Commissioner's Court, at its discretion, may grant a variance from the provisions of these guidelines and criteria to the extent that such variance does not conflict with legal requirements of applicable law.

SECTION VII
APPLICATION FEE

An Application Fee of \$1,000 shall be submitted with any request for abatements.

RESOLVED this _____ day of _____, 2023.

Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session

47.

Meeting Date: 12/05/2023

Guidelines and Criteria

Submitted By: Ellyssa Collinsworth, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Williamson County Tax Abatement Policy Resolution relating to the re-adoption of guidelines for Texas Tax Code Chapter 312 Tax Abatements.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Williamson County Tax Abatement Policy Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ellyssa Collinsworth

Final Approval Date: 11/15/2023

Reviewed By

Becky Pruitt

Date

11/15/2023 11:56 AM

Started On: 11/15/2023 11:37 AM

WILLIAMSON COUNTY TAX ABATEMENT POLICY

RESOLUTION

A RESOLUTION ADOPTING GUIDELINES AND CRITERIA GOVERNING REINVESTMENT ZONES AND TAX ABATEMENT AGREEMENTS WITHIN WILLIAMSON COUNTY, TEXAS.

WHEREAS, the County of Williamson must compete with other counties across the State and across the Nation currently offering tax abatements and other incentives to attract new industry or to keep existing industry; and

WHEREAS, new jobs and industries will benefit the local economy, strengthen the real estate market, and generate future tax revenue; and

WHEREAS, pursuant to Section 312.002 of the Texas Property Tax Code, V.A.T.S., the County may not designate an area as a reinvestment zone and may not enter into an abatement agreement unless the Commissioner's Court holds a public hearing pursuant to tax code 312.401 and has established guidelines and criteria governing tax abatement agreements, Now Therefore

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1. be a major investment that will substantially increase the appraised value of property within the zone; and
 2. contribute to the retention or expansion of primary and secondary employment within the County over the period of the agreement.
- B. Creation of New Value: As of January 1st of the first year of the agreement and on which substantial improvements are made an abatement will be granted for only the increased taxable value of the eligible property, property Improvements, or business personal property made subsequent to and listed in an abatement agreement between the County and the property owner and lessee (if required), subject to such limitations as the County may require. The amount of value from the substantial improvements as agreed to in the abatement contract may not be

appealed to the Appraisal Review Board of the Central Appraisal District for a taxable value less than agreement stated on the increase in value over the period of the agreement.

- C. Agricultural Exemptions Denied: No tax abatement shall be granted for any property unless and until full market value taxes have been paid for the five years prior to the execution of a tax abatement agreement.
- D. Eligible Property: Tax abatement agreements may exempt from taxation all or part of the increase in the value of the property over its value (i) in the year in which the agreement is executed or (ii) at a later date as agreed upon in the applicable agreement.

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 - b. furniture, fixtures, machinery, inventory & supplies; and
 - c. leased personal property as described in attached exhibit's (if any) (attach a copy of the lease agreement).
- E. Owned/Leased Facilities: If a leased facility is granted abatement, the tax abatement agreement shall be signed by both the lessor and the lessee.
 - F. Value and Term of Abatement: Abatement shall be granted effective on January 1 of the year (i) following the date of execution of the tax abatement agreement, or (ii) a later date as agreed upon in the applicable agreement. The percentage of the increase abated shall be determined in each tax abatement agreement. Length of abatements will be determined based upon the project and according to Tax Code 312.401(c).

SECTION II PUBLIC HEARING AND APPROVAL

- A. Prior to designating a reinvestment zone and entering into any tax abatement agreement, the County must hold a public hearing at which interested persons shall be entitled to speak for or against the approval of the reinvestment zone designation and the tax abatement agreement. Pursuant to Section 312.401(b), the County shall give notice of the public hearing on the designation of a reinvestment zone for tax abatement purposes. If a reinvestment zone comprising or containing the area of the proposed property to be abated has been previously designated by Commissioners Court, then the Court may, at its option, hold a public hearing at which interested persons shall be entitled to speak for or against the approval of the tax abatement agreement.
- B. Before approving any tax abatement agreement, the County must find that the terms of the proposed agreement meet these guidelines and criteria and that:

1. there will be no substantial adverse effect on the provision of county services or in its tax base; and
2. the planned use of the property will not constitute a hazard to public safety, health, or welfare.

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In addition to the specific requirements of Sections 312.205 and 312.402 of the Property Tax Code, the tax abatement agreement shall include the following:

1. an estimated increase to be abated and the current taxable value of the property;
2. a percent of increase to be abated each year, designated by specific year;
3. a commencement and expiration date of abatement;
4. a proposed use of improvement, nature of construction, time schedule, map, and property description;
5. the estimated number of jobs involved per year for the life of the tax abatement agreement;
6. a provision requiring the recapture of all or a portion of property tax revenue lost as a result of the agreement if the owner fails to meet any performance criterion provided by the agreement, and payment of a penalty, or interest, or both on that recaptured property tax revenue;
7. a provision for the timely filing of letters certifying compliance with the agreement in October of the year preceding each abated year and listing of who with the company requesting the abatement will be responsible each year for filing and who with the County will be receiving said compliance letters; and
8. a provision requiring timely filed exemption applications and confidential renditions to the Central Appraisal District or said agreement may be either penalized or cancelled.

SECTION IV ASSIGNMENT

Tax abatement agreements may be assigned to a new owner or lessee of the improvements with the written approval of the County, which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all duties and obligations of the assignor as set out in the

agreement. No assignment shall be approved if the assignor or assignee is indebted to the County for ad valorem taxes or other obligations.

SECTION V
AMENDMENTS TO GUIDELINES

This Resolution can be amended and added to upon action of the Commissioner's Court, and is effective upon December 7, 2023 and will remain in force for two (2) years, at which time all Reinvestment Zones and tax abatement agreements created pursuant to its provisions will be reviewed by the County to determine whether the goals have been achieved.

These guidelines and criteria are mutually exclusive of existing Industrial District agreements.

SECTION VI
VARIANCES

The Commissioner's Court, at its discretion, may grant a variance from the provisions of these guidelines and criteria to the extent that such variance does not conflict with legal requirements of applicable law.

SECTION VII
APPLICATION FEE

An Application Fee of \$1,000 shall be submitted with any request for abatements.

RESOLVED this _____ day of _____, 2023.

Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session

48.

Meeting Date: 12/05/2023

RCS Agreement Amendment

Submitted For: Richard Semple

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Amendment to the Interlocal Agreement for the Establishment, Operation, and Maintenance of the Williamson County Radio Communications System.

Background

The current RCS agreement does not allow for remote meetings; this change allows for remote or hybrid meetings. Per legal counsel, the meetings of this committee are not required to be held in compliance with the Open Meetings Act as all decisions must still be approved by each agency's council, commissioner's court, board, etc.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Amendment
RCS Agreement

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Richard Semple

Final Approval Date: 11/30/2023

Reviewed By

Hal Hawes

Becky Pruitt

Date

11/30/2023 10:37 AM

11/30/2023 10:58 AM

Started On: 11/30/2023 09:54 AM

AMENDMENT TO
INTERLOCAL AGREEMENT
FOR THE ESTABLISHMENT, OPERATION AND
MAINTENANCE OF THE WILLIAMSON COUNTY
RADIO COMMUNICATIONS SYSTEM

THIS AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT, OPERATION AND MAINTENANCE OF THE WILLIAMSON COUNTY RADIO COMMUNICATIONS SYSTEM (“Amendment”) is made and entered into by and between WILLIAMSON COUNTY, TEXAS, the CITY OF GEORGETOWN, TEXAS, the CITY OF ROUND ROCK, TEXAS, the CITY OF CEDAR PARK, TEXAS, the CITY OF HUTTO, TEXAS, and WILLIAMSON COUNTY ESD #3, all being political subdivision of the State of Texas (collectively referred to as “RCS Parties”).

RECITALS

WHEREAS, the RCS Parties executed that certain agreement entitled Interlocal Agreement for the Establishment, Operation and Maintenance of the Williamson County Radio Communications System (“Agreement”), which became effective as of October 1, 2007;

WHEREAS, it has become necessary to amend the Agreement;

NOW, THEREFORE, premises considered, the RCS Parties agree that the Agreement is amended as follows:

AGREEMENTS

1. **Subsection 6.08** of the Agreement shall be amended as follows:

Subsection 6.08: Procedures for Advisory Board Meetings. The Advisory Board shall meet at least quarterly each Fiscal Year. The Chair shall preside at each Board Meeting, and the Vice-Chair shall act in the absence of the Chair. The Chair shall provide the Advisory Board Members with at least ten (10) days’ notice of proposed dates for regular meetings. The Program Manager/Williamson County and/or any Advisory Board Member may place an item on the Advisory Board’s meeting agenda by submitting the item to the Chair at least five (5) days prior to the next scheduled meeting. The Chair shall submit the official agenda to the Advisory Board Members by no later than seventy-two (72) hours prior to the scheduled meeting.

2. **Subsection 6.10** of the Agreement shall be amended as follows:

Subsection 6.10: Actions of the Advisory Board. The Advisory Board shall not take any action that would violate any applicable statute, law, regulation, court order, ordinance or Commissioners Court order.

3. Each of the RCS Parties represent and warrant that they have due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding and enforceable obligations of such party.
4. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the RCS Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY

By: _____

Printed Name: _____

**Title: As Presiding Officer,
Williamson County Commissioners Court**

Date: _____, 20__

CITY OF ROUND ROCK, TEXAS

By: CM

Printed Name: CRAIG MORGAN

Title: MAYOR

Date: November 16, 2023

CITY OF GEORGETOWN, TEXAS

By: _____

Printed Name: Josh Schroeder

Title: Mayor

Date: August 22, 2023

CITY OF CEDAR PARK, TEXAS

By: *Brenda Eivens*

Printed Name: Brenda Eivens

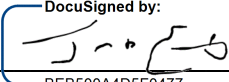
Title: City Manager

Date: Mar 13, 2023, 20



LM

CITY OF HUTTO, TEXAS

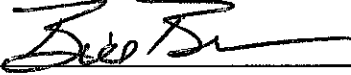
By:  _____
DocuSigned by:
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Printed Name: James R. Earp, CPM

Title: City Manager

Date: September 1, 2023

WILLIAMSON COUNTY ESD #3

By: 

Printed Name: Bill Brown

Title: ESD #3 Board President

Date: OCT 12, 2023

WHEREAS, the parties comprising CWICS desire to contract in this Agreement for the dissolution of CWICS; and

WHEREAS, the parties hereto desire to contract in this Agreement for the establishment of the Williamson County Radio Communications System (the "RCS"):

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

SECTION 1 DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

Overarching Definition: Williamson County Radio Communications System (the "RCS") - The "RCS" shall mean the Williamson County digital radio communications system serving all RCS Parties and Associates.

1. **Advisory Board** - The "Advisory Board" shall mean the RCS body that provides recommendations to the Program Manager/Williamson County as to issues relating to the overall direction of the RCS, management and operations issues, system issues, and other issues relating to areas delineated in this Agreement in Section 6.
2. **Agency-specific Equipment** - "Agency-specific Equipment" shall mean 911 telephone equipment, logging recorders, printers, copiers, computers, telephones, and all other communications center equipment not directly related to the RCS.
3. **Cities** - "Cities" shall mean and include the City of Georgetown, Texas, the City of Round Rock, Texas, the City of Cedar Park, Texas, and the City of Hutto, Texas. Any reference in this Agreement to any such City or Cities shall include the respective officers, agents, employees and departments of such City or Cities.
4. **County Wide Interagency Communications System (CWICS)** - "CWICS" shall mean the previously-existing emergency analog radio system which operated in and for Williamson County and the City of Georgetown, City of Round Rock, City of Cedar Park, and City of Hutto / ESD #3.
5. **Day** - "Day" shall mean a calendar day.
6. **Employee** - "Employee" shall mean a person holding a position listed in the RCS Budget.
7. **FCC** - The "FCC" shall mean the Federal Communications Commission.

8. **Fiscal Year**- “Fiscal Year” shall mean the fiscal year (as adopted by the Program Manager/Williamson County) which begins on each October 1st and ends on each September 30th of the following year.
9. **Hutto / ESD #3** - “Hutto / ESD #3” or “City of Hutto / ESD #3” shall collectively mean both the City of Hutto, Texas and the Williamson County Emergency Services District #3, as established under V.T.C.A., Health and Safety Code, Chapter 775.
10. **IR Site** - The “IR Site” shall mean the “intelligent repeater” site which is a non-simulcast trunked site that utilizes independent frequencies, and which is linked to the Master Site Controller.
11. **Master Site Controller** - The “Master Site Controller” shall mean the City of Austin master site control computer system.
12. **Party-owned Enhancement** - A “Party-owned Enhancement” shall mean any addition to the RCS, such addition being owned by an RCS Party or Associate, that does not necessarily benefit all RCS Parties and Associates, including the installation of IR Sites purchased and implemented by an RCS Party or Associate that serve to enhance a specific geographic coverage area but that are not designed to benefit all RCS Parties and/or Associates under normal daily operations.
13. **Program Manager** - The “Program Manager” shall mean Williamson County, Texas, and its designated entity or person employed to perform specified functions.
14. **PSAP** - “PSAP” shall mean “Public Safety Answering Point” which is a communications center that answers 911 telephone calls.
15. **RCS Associate** - “RCS Associate” shall mean an entity that is a user of the RCS, that is eligible to use the licensed frequencies under FCC rules and regulations, but that is not a full RCS Party as defined herein and, as such, has no membership right or eligibility to the Advisory Board. In addition to the other requirements set forth herein, each RCS Associate shall be required to execute an interlocal agreement with Williamson County prior to becoming a user of the RCS. Such interlocal agreement shall serve as evidence that the RCS Associate has agreed to be bound by the terms and conditions of this Agreement. When such entities are referred to herein in the plural, they shall be termed “RCS Associates.”
16. **RCS Infrastructure** - “RCS Infrastructure” shall mean all system hardware and software necessary for the normal operation of both the RCS and RCS Infrastructure Equipment. The term “RCS Infrastructure” does not include Party-owned Enhancements, Subscriber Equipment and Agency-specific Equipment.
17. **RCS Infrastructure Equipment** - “RCS Infrastructure Equipment” shall mean all critical system equipment necessary to operate the RCS including but not limited to RCS tower sites, RCS Prime Site Controller, and connectivity devices utilized between the

RCS Prime Site or Backup Site and the City of Austin. The term "RCS Infrastructure Equipment" does not include Subscriber Units, Party-owned Enhancements, Agency-specific Equipment, or connectivity devices between each PSAP and the RCS Prime Site, Backup Site or the City of Austin.

18. RCS Party - "RCS Party" shall mean and include Williamson County, the City of Georgetown, the City of Round Rock, the City of Cedar Park, and the City of Hutto / ESD #3, all of which made significant capital investments in the former CWICS system and were CWICS parties. When such entities are referred to herein in the plural, they shall be termed "RCS Parties."

19. RCS Prime Site - The "RCS Prime Site" shall mean a site located in Williamson County which will contain, at a minimum, the number of repeaters and central controllers necessary to properly operate the RCS for all RCS Parties and Associates.

20. RCS Prime Site Controller - "RCS Prime Site Controller" shall mean the computer equipment located and operated at the RCS Prime Site which controls the trunked operation of the RCS.

21. RCS Remaining Parties - "Remaining Parties" shall mean the parties to this Agreement who remain contractually committed to the RCS and this Agreement after the withdrawal of any RCS Party.

22. RCS System Capacity - "RCS System Capacity" shall mean the quantity of available trunked radio channel resources that are operated by the RCS and that are accessible by RCS Parties and Associates. The capacity of the system shall be such that the system supports the stated traffic loading, as delineated in Section 10, which is derived by periodic traffic monitoring.

23. RCS System Load - "RCS System Load" shall mean the amount of trunked radio traffic generated by the RCS Parties and Associates determined by radio traffic monitoring, and identified as a Grade of Service (GOS), where GOS is the probability of a user being "blocked" or delayed access to a trunked radio channel resource for more than a specified time interval as measured during a peak traffic time period defined as the "busy hour."

24. Simulcast System - The "Simulcast System" shall mean the 800MHz trunked simulcast system linked into the Austin-Travis County Regional Radio System. The term "Simulcast System" does not include dispatch, mobile or portable radios, radio phones, agency-specific equipment or PSAP connection devices to the Simulcast System that are solely owned and maintained by each RCS Party or Associate.

25. Subscriber Equipment - "Subscriber Equipment" shall mean and include, but shall not be limited to, portable radios, mobile radios, control station radios and radio consoles owned and operated by the RCS Parties and Associates.

26. **Subscriber Unit** - "Subscriber Unit" shall mean a portable or fixed radio communications device such as a mobile vehicle radio, portable hand-held radio, or fixed control station within a communications center.

27. **Support Vendor** - "Support Vendor" shall mean a vendor properly selected (in accordance with applicable state laws) to provide maintenance, repair, troubleshooting, and/or related services for the RCS.

28. **System-owned Enhancement** - A "System-owned Enhancement" shall mean any addition to the RCS, such addition being owned by the RCS itself, that benefits RCS Parties and Associates overall, including but not limited to system-wide software upgrades, installation of new tower sites, or replacement of existing RCS Infrastructure Equipment.

29. **System Manager** - The "System Manager" shall mean the entity designated by Program Manager/Williamson County to perform duties under this Agreement at the direction of Program Manager/Williamson County, such duties to include day-to-day technical operations of the RCS as such relate to the RCS's inter-connectivity to the Austin-Travis County Regional Radio System.

30. **Williamson County** - "Williamson County" shall mean Williamson County, Texas. Any reference in this Agreement to Williamson County shall include the respective officers, agents, employees and departments of Williamson County.

SECTION 2 PURPOSE

The general purpose of this Agreement is to dissolve CWICS, to provide for the establishment of the Williamson County Radio Communications System (RCS), to establish an organizational and management structure for the ongoing administration, operation, and maintenance of the RCS, and to create a budget process, funding processes, strategic planning and budget forecasting processes, and allocation of costs associated with, operating, maintaining, and upgrading the RCS.

With the exception of any document cited in this Agreement as retaining full force and effect, all previous Interlocal Agreements and/or Memorandums of Understanding, Commissioners Court or City Council decisions, proclamations, resolutions or decrees which relate to CWICS and/or which were executed between the CWICS parties and associated agencies shall dissolve upon execution of this Agreement, and same shall no longer be of any force or effect.

The parties to this Agreement have developed initial service level objectives attached hereto as Exhibit "B" and incorporated herein by reference for all appropriate purposes, and the parties to this Agreement have developed system performance measurements attached hereto as Exhibit "C" and incorporated herein by reference for all appropriate purposes.

SECTION 3 DISSOLUTION OF CWICS

The parties comprising CWICS hereby agree and accomplish the dissolution of CWICS; and each and every party hereto, having been a party to the original CWICS "Communications System Interlocal Agreement" dated May 8, 1997, and the "Interlocal Agreement" dated November 8, 2001, and the "Agreement for Buy-In to CWICS 800 Trunking Board" dated March 17, 2004 (all being attached hereto), expressly acknowledges and agrees that CWICS is dissolved by this document.

SECTION 4 FREQUENCIES

Prior to or contemporaneous with its execution of this Agreement, the City of Cedar Park agrees to transfer to Williamson County five (5) 800 MHz frequencies currently licensed to Cedar Park. Williamson County hereby agrees to re-license said frequencies and include them in the RCS frequency pool.

The City of Cedar Park agrees to relinquish its current single site five (5) channel 800MHz analog radio system, and ownership of same shall revert to or otherwise be transferred to Williamson County.

It is expressly acknowledged and agreed by the parties hereto that the resolution unanimously passed by the Williamson County Commissioner's Court on September 11, 2001, under Agenda Item 21, remains in full force and effect. Such resolution recites as follows: "Now, therefore, be it resolved by the Commissioner's Court of Williamson County, Texas, that the County agrees that if any participating entity in CWICS transfers its FCC license to Williamson County, the County will transfer said license back to said entity if said entity withdraws from CWICS, or CWICS is dissolved."

In accordance with the immediately-preceding paragraph, it is expressly acknowledged and agreed by the parties hereto that, due to the dissolution of CWICS, the Cities, as defined herein in Section 1(3), currently retain all rights to make demand for and receive reassignment of their individual and respective FCC licenses and frequencies back to themselves from Williamson County. In the spirit of cooperation, the Cities agree to forego their right to demand the immediate reassignment of their individual and respective FCC licenses and frequencies and hereby agree to allow said frequencies to remain in the name of Williamson County and be used for purposes of a RCS frequency pool; provided, however, the parties to this Agreement agree that the Program Manager/Williamson County shall consent to and authorize the reassignment of said FCC licenses and frequencies back to any of the Cities that choose to withdraw from this Agreement pursuant to Section 18 herein below or consent to and authorize the reassignment of the individual and respective FCC licenses and frequencies back to all of the Cities if the RCS is dissolved in its entirety. In the event of a reassignment of said FCC licenses and frequencies following a RCS Party's withdrawal from the RCS, the parties hereto acknowledge that they may not be reassigned the same frequency that they previously assigned to Williamson County prior

to the dissolution of CWICS since such frequency may be in use as an RCS control channel. However, in such case, the Program Manager/Williamson County shall reassign a comparable frequency to the withdrawing RCS Party. The parties to this Agreement expressly acknowledge their understanding that this provision shall have primacy over and shall supersede any statement to the contrary contained herein or elsewhere.

Williamson County agrees to keep the frequencies which are in the RCS frequency pool active in order to prevent any reversion of frequencies back to the FCC.

SECTION 5 **TERM OF AGREEMENT; AND EFFECTIVE DATE**

This Agreement shall be deemed to be effective as of October 1, 2007. The initial term of this Agreement shall be for ten (10) years, subject to the rights of withdrawal and termination as contained herein. Following the initial ten (10) year term, this Agreement shall automatically renew for up to a maximum of two (2) additional terms of five (5) years each, subject to the rights of withdrawal and termination as contained herein. .

SECTION 6 **ADVISORY BOARD**

Subsection 6.01: General Purpose. The parties hereto expressly acknowledge that the Advisory Board shall be advisory in nature. Notwithstanding anything contained herein to the contrary, the parties hereto expressly acknowledge that the Advisory Board shall have no authority to obligate the Program Manager/Williamson County in any financial way, nor shall the Advisory Board have the authority to make expenditures of funds.

The organizational structure of the RCS and the initial composition of the Advisory Board are delineated in Exhibit "A" attached hereto and incorporated herein by reference for all appropriate purposes.

The Advisory Board shall generally do the following: (1) provide recommendations to the Program Manager/Williamson County relating to the overall direction of the RCS; (2) collaborate with the Program Manager/Williamson County and with the System Manager to prepare and maintain a revolving five-year strategic plan/budget forecast to address such issues as RCS System Capacity, Party-owned Enhancements, System-owned Enhancements, and coverage issues; (3) provide recommendations relating to management and operations of the RCS to the Program Manager/Williamson County; (4) provide recommendations relating to standard operating procedures for the RCS to the Program Manager/Williamson County; (5) provide overall advice regarding the RCS to the Program Manager/Williamson County; (6) assist the Program Manager/Williamson County in the resolution of RCS issues; and (7) provide recommendations to the Program Manager/Williamson County relating to operational governance of Party-owned Enhancements, System-owned Enhancements, alias database management, template controls, interoperability, RCS budgets, performance, compatibility, and other system issues. It is hereby acknowledged that the Advisory Board may exercise only the powers and duties specifically authorized under this Agreement.

Subsection 6.02: Composition. The parties hereto expressly acknowledge that the Advisory Board shall consist of only RCS Parties, and that RCS Associates shall have no membership rights or eligibility to serve on the Advisory Board. Additionally, the parties hereto expressly acknowledge that the City of Hutto and the Williamson County ESD #3 shall together constitute and be considered as a single RCS Party and shall be entitled to designate only one member to the Advisory Board.

The Advisory Board shall consist of only one member from Williamson County, one member from the City of Georgetown, one member from the City of Round Rock, one member from the City of Cedar Park, and one member from the City of Hutto / ESD #3. As soon as is practicable after execution of this Agreement, each such RCS Party entity shall designate in writing the name of its Board Member and the name of one Alternate Board Member, and shall submit same to the Program Manager/Williamson County.

Subsection 6.03: Officers. The Williamson County Judge or his/her designee shall be the permanent Chair of the Advisory Board.

The Advisory Board shall elect a Vice-Chair annually in the first month of each Fiscal Year, or as soon thereafter as is practicable. The Vice-Chair shall be responsible for acting in the absence of the Chair.

The Program Manager/Williamson County shall designate a person not serving as an Advisory Board Member to serve as Secretary to the Advisory Board. The Program Manager/Williamson County shall provide any necessary administrative support to the Advisory Board.

Subsection 6.04: Quorum and Voting. No action may be considered or taken by the Advisory Board unless a quorum is present. A quorum shall be constituted only when a majority of the Advisory Board Members or Alternate Board Members is present.

Each member of the Advisory Board shall have one vote. The affirmative vote of a simple majority is required to pass any action in which the Advisory Board is authorized to act on under this Agreement. All actions taken as the result of a vote by an RCS Party's Advisory Board Member shall be binding on the RCS Party.

Subsection 6.05: Duties. The Advisory Board's duties and authority shall be as follows:

1. After the first five Fiscal Years of this Agreement when the annual Subscriber Unit Fee is frozen in accordance with Subsection 14.02 herein, review the apportionment of the Annual Assessment between the RCS Parties and Associates and recommend to the Program Manager/Williamson County any adjustments needed;
2. Annually review the draft annual RCS Budget and the revolving five-year strategic plan/budget forecast as prepared by the Program Manager/Williamson County delineating funds needed to operate, maintain, upgrade and use the RCS. Each annual draft

budget and each revolving five-year strategic plan/budget forecast shall be presented to the Advisory Board by not later than April 30th of each year. In the event a RCS Party does not agree with the draft RCS Budget as presented, it must, within thirty (30) days following receipt of the draft RCS Budget, provide the Program Manager/Williamson County and the Advisory Board with a detailed explanation of its issues and a detailed recommendation as to possible solutions to resolve the issues raised;

3. Review and make recommendations to the Program Manager/Williamson County regarding the operating policies and procedures for the RCS, including policies relating to radio resource management, training of communications and field personnel, system security, fleet mapping management, alias database management, capacity management, FCC compliance, and interoperability among Williamson County agencies and with other radio systems;

4. Regularly review the service level objectives and system performance measurements for the RCS and recommend actions to ensure reliable RCS performance;

5. Develop and recommend System-owned Enhancements to the Program Manager/Williamson County, if and as needed, to ensure desired RCS functionality and performance;

6. In conjunction with annual RCS reviews performed by the Program Manager/Williamson County, consider the impact of proposed RCS Associate applicants on the capacity of the RCS and recommend approval or denial of applications to allow additional RCS Associates;

7. Periodically provide input on the performance of the Program Manager/Williamson County;

8. Periodically provide input relating to the hiring of the Program Manager/Williamson County's staff person(s) designated to perform the duties of the Program Manager/Williamson County. The Program Manager/Williamson County shall consider the Advisory Board's evaluation and input in this regard, but the parties hereto expressly acknowledge that the Program Manager/Williamson County retains the exclusive right to take personnel actions, if any, with respect to its staff working on the RCS; and

9. Assist the Program Manager/Williamson County in developing agreements and standards defining the roles and responsibilities of the RCS Parties and Associates for System-owned Enhancements that are approved by the Program Manager/Williamson County. The funding for such System-owned Enhancements shall be included in the referenced agreements and standards. System-owned Enhancements shall be based on recommendations from the RCS Parties, RCS Associates, the Program Manager/Williamson County, and the System Manager. Any System-owned Enhancements or Party-owned Enhancements to the RCS shall be included in the revolving five-year strategic plan/budget forecast reviewed at least annually.

Subsection 6.06: Terms. The term of each Advisory Board Member shall be for two (2) years, but he/she shall serve at the pleasure of the appointing RCS Party and may be removed by said RCS Party at any time with or without cause. There shall be no term limits for an RCS Party's Advisory Board Member, and no prohibition against successive re-appointment. There shall be no term limits for the Chair and Vice-Chair, and no prohibition against successive service or election.

Subsection 6.07: Attendance Requirements. Either an Advisory Board Member or an Alternate Advisory Board Member of each RCS Party shall attend all properly-noticed meetings.

Subsection 6.08: Procedures for Advisory Board Meetings. The Advisory Board shall meet at least quarterly each Fiscal Year. The Chair shall preside at each Board Meeting, and the Vice-Chair shall act in the absence of the Chair. The Chair shall provide the Advisory Board Members with at least ten (10) days notice of proposed dates for regular meetings. The Program Manager/Williamson County and/or any Advisory Board Member may place an item on the Advisory Board's meeting agenda by submitting the item to the Chair at least five (5) days prior to the next scheduled meeting. The Chair shall submit the official agenda to the Advisory Board Members by the time that it is posted in accordance with the Texas Open Meetings Act, but in any event not later than seventy-two (72) hours prior to the scheduled meeting.

Subsection 6.09: Special Meetings. The Advisory Board Chair or the Program Manager/Williamson County may call special meetings upon seventy-two (72) hours' prior written notice to the Advisory Board Members. Special meetings may be called to address unplanned contingencies relating to the RCS or to address RCS Budget related items. A majority of the Advisory Board Members may also call special meetings of the Advisory Board upon proper posting and seventy-two (72) hours' prior written notice of the date, location, and purpose of the meeting to the Advisory Board Chair and to each Board Member.

Subsection 6.10: Actions of the Advisory Board. The Advisory Board shall not take any action that would violate any applicable statute, law, regulation, court order, ordinance or commissioners' court order. Further, all Advisory Board Meetings shall comply with the Texas Open Meetings Act.

SECTION 7 **AMENDMENTS**

Subsection 7.01: Proposal of Amendment. Any RCS Party, through its Advisory Board Member, may propose an amendment to this Agreement to the Advisory Board. The Advisory Board shall consider the proposed amendment and make a recommendation to the Program Manager/Williamson County. The Program Manager/Williamson County shall review such proposed amendment and decide to accept or deny the proposed amendment, and shall thereafter notify each RCS Party and Associate, in writing, of its decision to accept or deny the proposed amendment.

Subsection 7.02: Adoption of Amendment. An amendment to this Agreement shall be effective when adopted by the governing bodies of the RCS Parties. An RCS Party whose

governing body does not adopt such amendment may withdraw from participation in the RCS as provided herein in Section 18. Furthermore, in the event a RCS Party's governing body fails to adopt an amendment within thirty (30) days of the Program Manager/Williamson County's notice of its acceptance of a proposed amendment, such RCS Party shall be deemed to have accepted and approved the proposed amendment by its inaction. Each amendment to this Agreement shall be formalized in a written document and shall be signed by all RCS Parties. All amendments that are proposed and adopted, whether adopted by formal adoption or adoption by an RCS Party's inaction in accordance herewith, shall be binding on each RCS Party and Associate.

SECTION 8 **STAFFING AND OPERATIONS**

Subsection 8.01: System Manager Duties. The System Manager shall provide personnel to perform all required duties including, but not limited to, the day-to-day technical operations of the RCS as such relate to the RCS's inter-connectivity to the Austin-Travis County Regional Radio System. All actions of the System Manager shall be performed under the direction of the Program Manager/Williamson County.

Subsection 8.02: Program Manager Duties and Responsibilities. At a minimum, the Program Manager shall have the following duties and responsibilities:

1. *Minutes.* Assign a designee to maintain minutes of the Advisory Board meetings;
2. *Operations Authority and Recommendations.* Have operational authority of the system for daily operations, and consider recommendations from the Advisory Board on standard operating procedures and maintenance of the RCS;
3. *Supervision.* Supervise and oversee the personnel that are provided by the System Manager and the Program Manager/Williamson County to support the RCS;
4. *Dispute Resolution.* Provide the first level of administrative dispute resolution to the RCS Parties and Associates as such disputes relate to the operation of the RCS;
5. *Retention of RCS Related Documents and Agreements.* Maintain a current copy of this Agreement, any amendments to this Agreement, the most current version of all exhibits made a part of this Agreement, all program records of the RCS, all bills of sale, licenses, leases, titles, and other legal documents related to the use and ownership of the RCS Infrastructure, System-owned Enhancements and real property acquired under this Agreement, and copies of the most current versions of any subsequently-developed operating procedures or standards of the RCS. Such documentation shall be kept in the Program Manager's Office and be made available for inspection by the RCS Parties and Associates;
6. *Template Control.* Maintain a current copy of each Subscriber Unit and template used on Agency-specific consoles operating on the RCS. Each RCS Party and Associate is

responsible for updating its respective templates and providing said copies to the Program Manager/Williamson County. The Program Manager/Williamson County shall make templates available to all RCS Parties and Associates upon request. The Program Manager/Williamson County shall also maintain a copy of all Template Interlocal Agreements, Memorandums of Understanding, and written agreements between RCS Parties, Associates, and other agencies authorizing the sharing, programming, and usage of any channels on the RCS. The Program Manager/Williamson County will coordinate subscriber unit templates and fleet mapping to ensure that interoperability requirements are met between all users of the RCS and the City of Austin Regional Radio System;

7. *RCS Budget and Staff Reports.* Provide a draft annual RCS Budget and a revolving five-year strategic plan/budget forecast to the RCS Parties and Associates by no later than April 30th of each year, as well as provide annual staff reports as requested by the Advisory Board;
8. *Performance Reports.* Quarterly, or more frequently if specifically requested by the Advisory Board, provide the Advisory Board with at least one report of RCS performance measures, as included in the Annual System Assessment described herein;
9. *Job Descriptions.* Maintain descriptions of the duties of Williamson County and/or the Program Manager staff that is employed on the RCS;
10. *Inventory Report.* Maintain and provide an annual inventory report to the RCS Parties and Associates which describes all RCS Infrastructure and real property acquired under this Agreement and contains an assessment of condition of such inventory;
11. *Manuals and Warranties.* Maintain current operation manuals and warranty information for all RCS Infrastructure Equipment;
12. *Standard Operating Procedures.* Develop, distribute, and revise current standard operating procedures for the RCS;
13. *Contract Administration.* Administer all contracts for the operation and maintenance of the RCS;
14. *Annual System Assessment.* Annually, or more frequently if specifically requested by the Advisory Board, provide the Advisory Board with a system assessment as to the capacity, coverage, and utilization of the RCS;
15. *RCS Availability.* Assist the RCS Parties and Associates in working to ensure operational and technical availability of RCS features to all RCS Parties and Associates which support interactions and communications with other public safety systems.

The parties expressly acknowledge and agree that the Program Manager might resign, be terminated, be re-assigned, have its/his/her duties re-structured, or otherwise be “separated from duty” by being withdrawn from performing a portion of or all duties hereunder. In that event,

the Advisory Board Chair shall act as interim Program Manager until the time that Williamson County designates a replacement permanent Program Manager. Within ten (10) days of separation from duty, the former Program Manager shall have the obligation to fully transfer to the interim Program Manager possession and control of all documents, budgets, inventory lists, standard operating procedures, RCS Infrastructure, and all items of personal property and real property related in any manner to this Agreement and to the RCS. Following such transfer, the former Program Manager shall be relieved of further obligations hereunder.

SECTION 9 **LEVEL OF SERVICES**

The Program Manager/Williamson County shall provide all RCS Parties and Associates with a level of service which is, at a minimum, in compliance with the service level objectives and system performance measurements attached hereto as Exhibit "B" and Exhibit "C" respectively.

SECTION 10 **RCS SYSTEM CAPACITY AND RCS SYSTEM LOAD**

The Program Manager/Williamson County shall be charged with the collection of trunked system radio traffic data. Data collected each month shall be such so that a statistically valid sample is obtained.

System loading data shall be collected and stored. The Program Manager/Williamson County shall consult with the Advisory Board regarding the most appropriate method of presentation. One such method can be a "channel activity" graph that illustrates the number of transactions on each channel. Another such method can be a traffic profile chart that includes, among other items, the calls per hour, duration of call, and calls per unit per hour. Such data shall be used to determine the Grade of Service, which shall be metric used to determine system performance in regards to the system's ability to adequately serve the users.

If the collected data, plotted on a monthly basis, indicates a trend where the GOS exceeds one percent (1%) and the queue (wait for a channel grant) time exceeds one (1) second over a period of three (3) consecutive months, steps shall be taken to increase capacity once any potential anomalous occurrences or conditions have been examined and adequately explained.

The Program Manager/Williamson County shall ensure that the proper system management processes are in place to maximize the system's capacity before trunked radio channel resources are added to the system.

In the event the RCS System Capacity is increased to meet the needs of an out-of-county RCS Associate, such out-of-county RCS Associate shall be solely responsible for all initial and implementation costs, maintenance costs, operational costs, and recurring costs. Such costs shall not be included in the Annual Assessments apportioned to all RCS Parties and Associates.

SECTION 11
PARTY-OWNED ENHANCEMENTS, AND SYSTEM -OWNED
ENHANCEMENTS

Subsection 11.01: Party-owned Enhancements. A Party-owned Enhancement is defined as any addition to the RCS, such addition being owned by an RCS Party or Associate, that is designed and implemented to benefit a specific geographic coverage area(s) or specific agency and that does not necessarily benefit all RCS Parties and Associates, including the installation of IR Sites purchased and implemented by an RCS Party or Associate that serve to enhance a specific geographic coverage area but that are not designed to benefit all RCS Parties and/or Associates under normal daily operations. Such Party-owned Enhancement shall be paid for by the RCS Party or Associate implementing such Party-owned Enhancement. The RCS Party or Associate that implements such Party-owned Enhancement shall also be solely responsible for the design, implementation, operation, and recurring costs of such Party-owned Enhancement, and such costs shall not be included in the Annual Assessments apportioned to all RCS Parties and Associates. All infrastructure, equipment and/or frequencies added to the RCS by any RCS Party or Associate as a Party-owned Enhancement shall remain the property of the implementing RCS Party or Associate.

All Party-owned Enhancements must be compatible with existing RCS Infrastructure at the time a Party-owned Enhancement is implemented, and a Party-owned Enhancement shall not cause substantive interference or degradation of existing RCS services. In the event that it is determined that a Party-owned Enhancement does cause substantive interference or degradation of existing RCS services, such interference or degradation must be cured and fully resolved within twenty-four (24) hours of an RCS Party's or Associate's receipt of written notice from the Program Manager/Williamson County.

Subsection 11.02: System-owned Enhancement. A System-owned Enhancement is defined as any addition to the RCS, such addition being owned by the RCS itself, that benefits the RCS Parties and Associates overall, and shall include but not be limited to system-wide software upgrades, installation of new tower sites, and/or replacement of existing RCS Infrastructure Equipment. Notwithstanding anything contained herein to the contrary, all infrastructure and equipment added to the RCS as a System-owned Enhancement shall be considered the property of Williamson County. After the first five Fiscal Years of this Agreement when the annual Subscriber Unit Fee is frozen in accordance with Subsection 14.02 herein, all future operations costs, maintenance costs and the costs of a System-owned Enhancement shall be shared equitably based on the percentage of total Subscriber Unit allocations for each RCS Party and Associate, as more fully set forth in Section 14 herein.

Subsection 11.03: Determination of Party-owned Enhancement or System-owned Enhancement. Whenever an RCS Party or Associate desires to make an addition to the RCS, it must first request that the Advisory Board issue a recommendation to the Program Manager/Williamson County on whether, in the opinion of the Advisory Board, such proposed addition should be deemed to be a Party-owned Enhancement or a System-owned Enhancement. Such recommendation from the Advisory Board shall be made based on a criteria set to be

developed and periodically reviewed and amended by the Program Manager/Williamson County. Prior to the issuance of the Advisory Board's recommendation, the RCS Party or Associate proposing the addition shall be allowed to present, testify, and negotiate matters including but not limited to proportional benefit, establishment of current fair market value, projections of future increased RCS Operating Costs, projections of future value, appreciation and depreciation issues, and amount (if any) of costs to be recouped in the event of the RCS Party's or Associate's withdrawal from the RCS and this Agreement. Written notification of the Advisory Board's recommendation on to whether such proposed addition should be considered a Party-owned Enhancement or a System-owned Enhancement, and any associated details, shall be promptly given to the RCS Party or Associate proposing the addition and to the Program Manager/Williamson County. Following the Program Manager/Williamson County's receipt of the Advisory Board's recommendation, the Program Manager/Williamson County shall consider the recommendation and make the final determination as to whether the proposed addition will be deemed a Party-owned Enhancement or a System-owned Enhancement. Agreements regarding negotiated matters shall be reduced to a contractually-binding document. Nothing herein shall be deemed to require a proposing RCS Party or Associate to actually make any proposed addition.

Subsection 11.04: Number of Subscriber Units. All RCS Parties and Associates shall review and reconcile their Subscriber Unit counts with the Program Manager/Williamson County during each Annual System Assessment. Each RCS Party and Associate shall notify the Program Manager/Williamson County of any Subscriber Units that are being added to or removed from the RCS during a Fiscal Year. In order to assist in creating accurate Annual Assessments and Subscriber Unit Fees for each new Fiscal Year, each RCS Party and Associate shall notify the Program Manager/Williamson County of the projected Subscriber Unit increases/decreases on or before March 1st of each year.

SECTION 12 **OWNERSHIP AND OPERATION OF EQUIPMENT**

Subsection 12.01: CWICS Equipment. Ownership of all equipment currently belonging to CWICS, same having been purchased and maintained by CWICS prior to the execution of this Agreement, shall revert or otherwise be transferred to Williamson County upon execution of this Agreement, and same shall thereafter be deemed to be RCS Infrastructure Equipment. Each RCS Party hereby agrees to execute any documents or instruments necessary to transfer title and/or ownership of such CWIC's equipment and property to Williamson County. The parties to this Agreement expressly acknowledge and agree that this provision applies only to equipment and does not apply to any real property owned by any of the entities comprising CWICS.

Subsection 12.02: RCS Infrastructure Equipment at RCS Sites. RCS Infrastructure Equipment located at each RCS Prime Site(s), Backup Site(s) or that is being operated for the benefit of all RCS Parties and Associates shall be available for use by all RCS Parties and Associates.

Subsection 12.03: Party-owned Enhancement Equipment. Equipment that is being operated to solely benefit one or more RCS Parties and/or Associates as a Party-owned Enhancement,

whether such equipment be located at the RCS Prime Site(s), Backup Site(s) or at an RCS Party's location, shall be operated for the benefit of the implementing RCS Party or Associate that owns it, and it shall not be considered RCS Infrastructure Equipment. The costs associated with operating and maintaining such equipment shall be the sole responsibility of the RCS Party or Associate that owns and operates such equipment.

Subsection 12.04: Agency-specific Equipment. Dispatch facilities and field user equipment may be co-owned by two or more RCS Parties and/or Associates or purchased and owned separately by any RCS Party or Associate. Agency-specific Equipment includes but is not limited to consoles, recording equipment, furniture, telephones, 911 ANI/ALI consoles, and microwave or fiber lines. Such Agency-specific Equipment shall not be considered RCS Infrastructure Equipment and shall remain the sole responsibility of each RCS Party or Associate that purchases same.

Subsection 12.05: Inventory of RCS Infrastructure Equipment. A complete inventory of all RCS Infrastructure Equipment shall be kept current and shall be maintained by the RCS Program Manager/Williamson County. Such inventory of all RCS Infrastructure Equipment shall include an assessment of the condition of the inventory. Such inventory/condition report shall be made available for inspection to all RCS Parties and Associates.

SECTION 13 **DISPOSITION OF PROPERTY UPON WITHDRAWAL**

Subsection 13.01: Claims to RCS Infrastructure Property or Equipment Following Withdrawal or Termination. Notwithstanding anything contained herein to the contrary, upon the withdrawal or termination of an RCS Party or Associate in accordance with Section 18 herein, the withdrawing or terminated RCS Party or Associate shall have no claim to any RCS Infrastructure Equipment or any property, real or personal, that is owned by Williamson County or that becomes the property of Williamson County under this Agreement.

Subsection 13.02: Claims to Party-owned Enhancements Following Withdrawal or Termination. Withdrawing or terminated RCS Parties or Associates shall retain ownership of any Party-owned Enhancements which that RCS Party or Associate brought into the RCS or that have been transferred to the RCS Party or Associate by Williamson County. At the time of a RCS Party's or Associates withdrawal or termination, and prior to the removal of its Party-owned Enhancement, a system assessment shall be performed by the Advisory Board. Following the said system assessment, the Advisory Board shall issue an opinion to the Program Manager/Williamson County as to whether, in the Advisory Board's opinion, there is a likelihood of significant degradation or interruption of RCS services if such Party-owned Enhancement is removed from the RCS. The Program Manager/Williamson County shall, thereafter, review the Advisory Board's opinion and make a final determination on whether or not there is a likelihood of significant degradation or interruption of RCS services. If significant degradation or interruption of services is deemed likely by the Program Manager/Williamson County, then and in that event the Program Manager/Williamson County, on behalf of the RCS, shall have the right to do the following: make a good-faith offer to the withdrawing or terminated RCS Party or Associate to purchase such Party-owned Enhancement at its then-

current fair market value and in accordance with any agreement in place reached during negotiations under Subsection 11.03 herein, with the express understanding and agreement of both the RCS and the withdrawing or terminated RCS Party or Associate that same is an offer only and not an obligation to either buy or sell. In the event of an agreed sale, following such purchase by the RCS, the Party-owned Enhancement would thereafter be deemed to be a System-owned Enhancement. In the event that the withdrawing or terminated RCS Party or Associate does not elect to sell, then and in that event the withdrawing or terminated RCS Party or Associate shall have the obligation to reach a fair and equitable agreement with the RCS to allow appropriate co-use, lease or rental rights, or the like, along with appropriate compensation, of the Party-owned Enhancement.

SECTION 14 COSTS

Subsection 14.01: Definitions.

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

1. **RCS Capital Costs** - The "RCS Capital Costs" shall mean all costs associated with (1) any improvements, additions or replacements of items that have an expected useful life of more than five years; and/or (2) System-owned Enhancements to the RCS occurring after the initial installation and implementation of the RCS. The term "RCS Capital Costs" shall not include Party-owned Enhancements, RCS Operating Costs, System Manager Costs, Program Manager Costs, and RCS System Costs. RCS Capital Costs are borne by Williamson County, and are not apportioned to or chargeable to the RCS Parties and Associates.

2. **RCS Operating Costs** - The "RCS Operating Costs" shall mean all costs incurred to operate the RCS, including but not limited to maintenance and operational costs relating to RCS Infrastructure Equipment and System-owned Enhancements, commodities costs, contractual costs, personnel costs, utility costs, security costs, lease payments, insurance costs and normal periodic maintenance, tuning, servicing, inspecting, parts replacement, repair and other similar activities intended to keep the RCS functioning efficiently and to maintain the useful life of the RCS and reduce the probability of failures. All RCS Operating Costs are, as required in this Agreement, included in each Annual Assessment and RCS Budget. Elements considered in the calculation of annual RCS Operating Costs are, among other data, annual system maintenance contracts, utilities, tower insurance, and system management fees. After the first five Fiscal Years following execution of this Agreement, the RCS Operating Costs are borne by the RCS Parties and Associates, and Williamson County shall apportion and charge same to the RCS Parties and Associates in accordance with this Agreement.

3. **RCS System Costs** - The "RCS System Costs" shall mean and include, but shall not be limited to, the cost of operation and maintenance of all RCS-owned equipment, the cost of any improvements, additions or replacements that have an expected useful life of five years or less, and/or the cost of administration in operating the RCS generally used each time a two-way Radio Frequency (RF) call is made on the RCS. All RCS System Costs are, as required in this Agreement, included in each Annual Assessment and RCS Budget. After the first five Fiscal

Years following execution of this Agreement, the RCS System Costs are borne by the RCS Parties and Associates, and Williamson County shall apportion and charge same to the RCS Parties and Associates in accordance with this Agreement.

4. **System Manager Costs** - The "System Manager Costs" shall mean all reasonable and necessary costs incurred by the System Manager to support the RCS, including but not limited to professional services, wages, benefits, insurance, employment related taxes, employers' retirement contributions, telephone allowances, pagers, education and seminar fees, travel for training, mileage reimbursement, photographic supplies, developing and printing costs, educational materials, books, office supplies, computer supplies, computer software, small tools and minor equipment. All System Manager Costs are, as required in this Agreement, included in each Annual Assessment and RCS Budget. After the first five Fiscal Years following execution of this Agreement, the System Manager Costs are borne by the RCS Parties and Associates, and Williamson County shall apportion and charge same to the RCS Parties and Associates in accordance with this Agreement.

5. **Program Manager Costs** - The "Program Manager Costs" shall mean all reasonable and necessary costs incurred by the Program Manager to support the RCS, including but not limited to professional services, wages, benefits, insurance, employment related taxes, employers' retirement contributions, telephone allowances, pagers, education and seminar fees, travel for training, mileage reimbursement, photographic supplies, developing and printing costs, educational materials, books, office supplies, computer supplies, computer software, small tools and minor equipment. All Program Manager Costs are, as required in this Agreement, included in each Annual Assessment and RCS Budget. After the first five Fiscal Years following execution of this Agreement, the Program Manager Costs are borne by the RCS Parties and Associates, and Williamson County shall apportion and charge same to the RCS Parties and Associates in accordance with this Agreement.

Subsection 14.02: Cost for RCS Party or Associate to Participate in RCS During First Five Fiscal Years. For the first five Fiscal Years of this Agreement, beginning October 1, 2007, the only cost chargeable to RCS Parties and Associates is \$17.50 per Subscriber Unit per month in order for the RSC Party or Associate to gain and enjoy full participation in the RSC System. All parties expressly acknowledge and agree that the annual Subscriber Unit Fee shall, without exception, be frozen at \$17.50 per Subscriber Unit per month for the first five Fiscal Years of this Agreement, beginning October 1, 2007.

Subsection 14.03: Cost for RCS Party or Associate to Participate in RCS After the Expiration of First Five Fiscal Years. For all periods of time following the expiration of the first five Fiscal Years of this Agreement, the cost chargeable to RCS Parties and Associates in order for the RSC Party or Associate to enjoy full participation in the RSC System shall be computed using the following definitions and methodology:

1. **Annual Assessment** - The "Annual Assessment" shall mean the total amount of RCS Operating Costs, System Manager Costs, Program Manager Costs, and RCS System Costs which are projected to be incurred and the amount of money projected to be expended during the next Fiscal Year, according to an itemized schedule prepared and presented to the Advisory

Board by the Program Manager/Williamson County. The RCS Parties and Associates agree and acknowledge that the total amount of the Annual Assessment shall be adjusted (increased or decreased) each year following the initial first five Fiscal Years of this Agreement in order to annually reconcile the RCS Budget to the actual RCS Operating Costs, System Manager Costs, Program Manager Costs, and RCS System Costs.

2. **Subscriber Unit Fee** - The "Subscriber Unit Fee" shall mean the per radio unit cost which is chargeable to each RCS Party and Associate quarterly by Williamson County. The Subscriber Unit Fee is determined by dividing the Annual Assessment by the total number of Subscriber Units that each RCS Party and Associate will be using on the RCS in a specific Fiscal Year.

All parties expressly acknowledge and agree that no RCS Capital Costs will be apportioned to or borne by RCS Parties and Associates at any time during the term of this Agreement.

Subsection 14.04: Payment Instructions. The amounts due under this Agreement will be billed to the RCS Parties and Associates by the Program Manager/Williamson County on a quarterly basis. Invoices shall be paid to Williamson County within thirty (30) days from the date of receipt of the invoice. Interest charges for any late payments shall be paid in accordance with Texas Government Code Section 2251.025 (or as later amended): "The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday."

In the event that any discrepancy arises in relation to an invoice, the RCS Party or Associate which claims such discrepancy shall notify the Program Manager/Williamson County of such discrepancy. Following notification of such discrepancy as to an invoice, the RCS Party or Associate and Williamson County shall work in good faith to seek to resolve such discrepancy. Thereafter, the Program Manager/Williamson County shall re-submit a corrected or revised invoice, and the RCS Party or Associate shall pay same within thirty (30) days from the date of receipt of the corrected or revised invoice.

Subsection 14.05: Potential Increases in Subscriber Unit Fees. Following the first five Fiscal Years of this Agreement, during which time the annual Subscriber Unit Fees will have remained frozen at \$17.50 per Subscriber Unit per month, the annual Subscriber Unit Fee which is assessed for each Subscriber Unit may be increased by the Program Manager/Williamson County in an amount not to exceed ten percent (10%) per year per Subscriber Unit.

In the event that the Program Manager/Williamson County makes a determination that an increase is necessary which exceeds such ten percent (10%) limit, then and in that event the Program Manager/Williamson County shall submit the matter to the Advisory Board. After a hearing, the Advisory Board shall make known in written form its determination as to whether an increase above such ten percent (10%) limit is warranted and, if so, an appropriate percentage of increase to the Subscriber Unit Fee. Following receipt of such determination by the Advisory

Board, the Williamson County Commissioner's Court shall set the actual amount of increase, if any. The Program Manager/Williamson County shall notify the RCS Parties and Associates of same.

Subsection 14.06: Additional Costs to RCS Parties and Associates for Non-RCS Infrastructure Equipment. Each RCS Party and Associate shall be solely responsible for all maintenance and other costs associated with its own dispatch facilities, field user equipment, telephone lines, microwave links, long distance telephone calls, mobile and portable equipment, any equipment not considered RCS Infrastructure Equipment under this Agreement, and any other such equipment that was acquired solely for the benefit of the individual RCS Party or Associate. If any equipment or other facilities are co-owned by RCS Parties and/or Associates, such parties shall be solely responsible for agreeing to a procedure for allocating maintenance costs between themselves.

Subsection 14.07: Costs to RCS Parties and Associates for Presenting Proposals. Any and all costs associated with a RCS Party's or Associate's proposal for adding enhancements to the RCS shall be borne by the RCS Party or Associate making such proposal whether or not such proposed enhancement is ultimately deemed a System-owned Enhancement in accordance with Subsection 11.03.

SECTION 15

APPLICATION FOR PARTICIPATION BY OTHER ENTITIES

Subsection 15.01: Limitation to Acceptance Based on RCS System Capacity. Except for the RCS Parties, no other entity may be accepted into the RCS unless and until there is sufficient RCS System Capacity to add additional Subscriber Units to the RCS, as determined by the Program Manager/Williamson County.

Subsection 15.02: Application to Become an RCS Associate. Any governmental or non-governmental entity satisfying FCC requirements to operate on a public safety radio system that desires to become an approved RCS Associate of the RCS must apply in writing to the Program Manager/Williamson County. The application must state the name of the entity applying, the type of use requested, the number of Subscriber Units to be used by the applicant, the quantity of each type of use, any encryption requirements, subscriber unit programming parameters, and all templates currently in use or proposed by the applicant. The applicant shall make a presentation regarding its application to the Advisory Board. The Advisory Board shall then review the application and make a recommendation to the Program Manager/Williamson County to approve or deny the applicant as an RCS Associate.. The Program Manager/Williamson County shall consider the Advisory Board's recommendation and all matters relating to such application and thereafter decide, at its sole discretion, to either approve or deny the application.

SECTION 16

COMPLIANCE AND GOOD FAITH DEALING

RCS Parties and Associates shall use the RCS in a manner consistent with the Standard Operating Procedures of the RCS, in compliance with all applicable FCC Rules and Regulations, and in compliance with all applicable federal, state, and local laws.

When dealing with RCS related problems or issues, RCS Parties and Associates shall utilize the Program Manager as the primary point of contact. RCS Parties and Associates shall work in good faith with the Program Manager/Williamson County to attempt to resolve problems relating to the operation of the RCS. RCS Parties and Associates shall be solely financially responsible for any FCC penalties or fines or any other type of financial encumbrance caused by the actions of that specific RCS Party or Associate. .

SECTION 17 **FUNDING PROVISIONS**

Subsection 17.01: Funding. RCS Parties and Associates specifically acknowledge that funding for each RCS Party's and Associate's Subscriber Unit Fees, as well as any other amounts that become rightfully due under this Agreement, shall be processed and appropriated through the budgeting process of each RCS Party's and Associate's governing body. Purchase costs of the actual Subscriber Units shall be the responsibility of each individual RCS Party and Associate.

Subsection 17.02: Failure to appropriate. On or before July 1st of each year, each RCS Party and Associate must give written notification to the Program Manager/Williamson County of its intent to appropriate its Subscriber Unit Fees. Following its governing body's formal appropriation of such Subscriber Unit Fees, each RCS Party and Associate shall provide the Program Manager/Williamson County with written documentation evidencing its formal appropriation. In the event that an RCS Party's or Associate's governing body fails to appropriate the necessary funds at the beginning of its fiscal year, such RCS Party or Associate may be considered to be in material breach of this Agreement and may be subject to termination as set forth herein in Subsection 18.03.

Subsection 17.03: Remedies Available to Address Underfunding. If any RCS Party or Associate pays less than the total amount of its Subscriber Unit Fees or any other fee that may become lawfully due under this Agreement, for any Fiscal Year or portion of a Fiscal Year, the Program Manager/Williamson County may take one or more of the following actions:

1. Notice of Underfunding - Send the Underfunding RCS Party or Associate a notice stating the amount of underpayment, and request payment within thirty (30) days from the date of receipt of said notice;
2. Suspension of Services - Suspend radio services on the RCS to the Underfunding RCS Party or Associate until such time as payment for services has been received in full; and/or

3. Termination of Participation - With approval from the Williamson County Commissioner's Court, the Program Manager/Williamson County may terminate the Underfunding RCS Party or Associate as to participation in the RCS under this Agreement. In such event, the procedures for termination must be followed which are set forth herein in Subsection 18.03.

SECTION 18
WITHDRAWAL; BREACH AND TERMINATION

Subsection 18.01: Right to Withdraw. Any RCS Party or Associate has the right to withdraw from this Agreement and the RCS by providing express written notice of its decision to withdraw to the Advisory Board, the Program Manager/Williamson County, and to all other RCS Parties and Associates at least one hundred eighty (180) days prior to its projected withdrawal date. Any withdrawing RCS Party or Associate shall remain obligated to pay all costs and fees which were lawfully incurred by such RCS Party or Associate prior to the date of its withdrawal.

Subsection 18.02: Incidents of Breach. A breach of this Agreement shall include, but not be limited to, the following:

1. **Failure to Make Payment.** Failure of an RCS Party or Associate to appropriate or timely pay its Subscriber Unit Fees, or any other fee that may become lawfully due under this Agreement;
2. **Substantive or Knowing Violation of FCC Rules.** Any substantive or knowing violation of FCC rules and regulations by an RCS Party or Associate, as determined by the FCC and/or the Program Manager/Williamson County;
3. **Violation of Standard Operating Procedures.** Egregious or repeated violations of the RCS Standard Operating Procedures by a RCS Party or Associate, as determined by the Program Manager/Williamson County. For purposes of this Agreement, egregious or repeated violations shall be deemed to have occurred when an RCS Party or Associate violates, on three (3) separate occasions, the same or similar RCS Standard Operating Procedure;
4. **Inappropriate Use.** Use of the RCS by an RCS Party or Associate, which use is determined to be inappropriate by the Program Manager/Williamson County and/or the Advisory Board;
5. **Failure to Make Penalty Payment.** Failure of an RCS Party or Associate to pay FCC penalties or fines legally attributable to it, which fines resulted solely from its actions;
6. **Adverse Impact.** Any other substantial action or omission that has a material adverse impact on the operation and maintenance of the RCS, as determined by the Program Manager/Williamson County and/or the Advisory Board; and/or

7. **Non-compliance with Terms and Conditions of this Agreement.** The knowing failure of an RCS Party or Associate to substantially comply with the terms and conditions of this Agreement and/or any subsequent adopted amendments to this Agreement.

Subsection 18.03: Notice of Breach and Termination. The decision to exercise the rights and remedies granted by this Section 18 must be approved in writing, in advance, by the Williamson County Commissioner's Court. If an RCS Party or Associate commits a breach as delineated in Subsection 18.02, the Program Manager/Williamson County shall deliver written notice of such breach to the breaching RCS Party or Associate. Such notice must specify the nature of the breach and inform the breaching RCS Party or Associate that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching RCS Party or Associate under this Section 18. If the breaching RCS Party or Associate begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by the Program Manager/Williamson County, so long as the breaching RCS Party or Associate continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. If, in the opinion of the Program Manager/Williamson County, the breaching RCS Party or Associate does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, the breaching RCS Party or Associate shall be deemed to be in breach and the Program Manager/Williamson County may deliver written notice to the breaching RCS Party or Associate which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching RCS Party or Associate;
3. Notice of any financial responsibility incurred by the RCS due to the acts of the breaching RCS Party or Associate;
4. Description of the failure of the breaching RCS Party or Associate to cure timely;
5. Statement that the RCS Party's or Associate's use of the RCS shall be terminated;
and
6. Effective date of the termination of the RCS Party or Associate.

Following the effective date of termination of an RCS Party or Associate, such terminated RCS Party or Associate shall immediately cease and desist from any further use of the RCS. The terminated RCS Party or Associate may be subject to "System Lock-out" whereby its use of the RCS shall be restricted via the alias database management tools. The Program Manager, System Manager, Williamson County and the remaining RCS Parties and Associates shall not be liable for any damages that may arise due to the locking out of a

terminated RCS Party or Associate. A terminated RCS Party or Associate shall remain obligated to pay all costs and fees that were lawfully incurred by such RCS Party or Associate prior to the date of its termination.

Section 18.04: Failure to Ratify. In the event that a governing body of any RCS Party or Associate fails to ratify and execute this Agreement or any subsequent amendments that are adopted in accordance with the terms of this Agreement, such RCS Party or Associate may, at the discretion of the Program Manager/Williamson County, be restricted or suspended from using the RCS until such time as approval and/or ratification is obtained.

SECTION 19 **LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE PROGRAM MANAGER OR WILLIAMSON COUNTY, INCLUDING THEIR AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES, BE LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE ATTRIBUTABLE TO THE ACTS, OMISSIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR MISREPRESENTATIONS BY ANY RCS PARTY OR ASSOCIATE, OR THEIR DIRECTORS, EMPLOYEES OR AGENTS. IN NO EVENT SHALL THE PROGRAM MANAGER OR WILLIAMSON COUNTY BE LIABLE TO ANY RCS PARTY OR ASSOCIATE, BY REASON OF ANY ACT OR OMISSION RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER A CLAIM BE IN TORT, CONTRACT OR OTHERWISE, (A) FOR ANY CONSEQUENTIAL, INDIRECT, LOST PROFIT, PUNITIVE, SPECIAL OR SIMILAR DAMAGES RELATING TO OR ARISING FROM THE SERVICES, OR (B) IN ANY EVENT, IN THE AGGREGATE, FOR ANY AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY ANY RCS PARTY OR ASSOCIATE UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT DETERMINED TO HAVE RESULTED FROM THE PROGRAM MANAGER'S OR WILLIAMSON COUNTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT ACTS RELATING TO THE SERVICES PROVIDED FOR HEREUNDER.

SECTION 20 **MISCELLANEOUS PROVISIONS**

Subsection 20.01: Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.

Subsection 20.02: Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

Subsection 20.03: Incorporation of Exhibits and Attachments. All of the exhibits and attachments referred to in this Agreement are incorporated by reference as if set forth herein verbatim.

Subsection 20.04: No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any RCS Party or Associate, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each RCS Party and Associate does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Subsection 20.05: Choice of Law; Jurisdiction and Venue. This Agreement shall be performable in Williamson County, Texas. This Agreement and all of the rights and obligations of the RCS Parties and Associates and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without reference to its conflicts of law provisions. Williamson County shall be the sole place of jurisdiction and venue for any legal action arising from or related to this Agreement.

Subsection 20.06: Assignment. Except as otherwise provided in this Agreement, the rights and duties of the Program Manager, System Manager, Williamson County and the RCS Parties and Associates may not be assigned or delegated without the prior written consent of all the RCS Parties. Any authorized assignment or delegation of such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the RCS Parties and Associates.

Subsection 20.07: No Personal Benefit. No party to this Agreement intends to (1) benefit any person who is not either named as an RCS Party or otherwise added as an RCS Associate; (2) assume any special duty to supervise the operations of another RCS Party or Associate; (3) provide for the safety of any specific person; or (4) assume any other duty other than that imposed by this Agreement and general law.

Subsection 20.08: Notice. Any notice given hereunder shall be in writing, and shall be delivered by personal delivery, or by registered or certified mail, with return receipt requested, at the address of the respective parties indicated below:

Program Manager/System Manager
c/o: Ron Winch
321 W. 8th Street
Georgetown, Texas 78626

RCS Advisory Board
c/o: _____

_____, Texas _____

Williamson County
c/o: Williamson County Judge
301 S.E. Inner Loop, Suite 109
Georgetown, Texas 78626

City of Georgetown:
c/o: Mayor's Office
600 Main Street
Georgetown, Texas 78626

City of Round Rock
c/o: Mayor's Office
221 East Main Street
Round Rock, Texas 78664

City Of Cedar Park
c/o: Mayor's Office
600 North Bell Blvd.
Cedar Park, Texas 78613

City of Hutto
c/o: Mayor's Office
Post Office Box 639
401 West Front Street
Hutto, Texas 78634

With a copy to:

Williamson County ESD #3
c/o: _____

_____, Texas _____

The above addresses for notice may be changed at any time by delivering written notice of change to the Program Manager/Williamson County, the Advisory Board, and to all RCS Parties in accordance with the notice requirements of this Subsection 20.08 and elsewhere in this Agreement.

Subsection 20.09: Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Subsection 20.10: Attorneys Fees. In any lawsuit concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party, plus out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

Subsection 20.11: Compliance with Applicable Laws. All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of

any public authority. Nothing in this Agreement is intended to conflict with any RCS Party's or Associate's zoning, franchise, or health and safety authority.

Subsection 20.12: Dispute Resolution. Should dispute arise between any parties to this Agreement concerning the terms of this Agreement, the dispute shall be first presented for resolution to the Advisory Board. If the Advisory Board cannot timely resolve the issue, the Advisory Board shall then recommend that the Program Manager/Williamson County retain a certified mediator to attempt to mediate a resolution to the conflict. Any costs of mediation will be shared equally by parties involved in the dispute subject of the mediation. If a resolution cannot be obtained through such mediation, the parties may then litigate the dispute in a court of competent jurisdiction.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

Subsection 20.13: Abatement of Costs. RCS Parties and Associates shall not be entitled to any damages, nor to any abatement or reduction of its Subscriber Unit Fees for any repairs, alterations, additions or temporary failures of the RCS.

Subsection 20.14: Independent Relationships. The RCS Parties, RCS Associates, Program Manager, System Manager and Williamson County shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

Subsection 20.15: Execution in Multiple Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all RCS Parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.

Subsection 20.16: Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all other oral and/or written negotiations, agreements, and understandings of every kind. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands on this _____ day of _____, 200__.

WILLIAMSON COUNTY

By: [Signature]
DAN A. GATTIS,
Williamson County Judge

ATTEST:

By: [Signature]
NANCY RISTER,
Williamson County Clerk

CITY OF ROUND ROCK

By: [Signature]
NYLLE MAXWELL, Mayor
Round Rock, Texas

ATTEST:

By: [Signature]
SARA WHITE,
City Secretary
Round Rock, Texas

CITY OF GEORGETOWN

By: [Signature]
GARY NELON, Mayor
Georgetown, Texas

ATTEST:

By: [Signature]
SANDRA LEE, City Secretary
Georgetown, Texas

CITY OF CEDAR PARK

By: [Signature]
BOB LEMON, Mayor
Cedar Park, Texas

ATTEST:

By: [Signature]
LeANN QUINN,
City Secretary
Cedar Park, Texas

CITY OF HUTTO

By: [Signature]
KEN LOVE, Mayor
Hutto, Texas

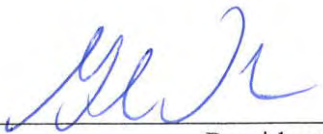
ATTEST:

By: [Signature]
DEBBIE CHELF, City Secretary
Hutto, Texas



WILLIAMSON COUNTY ESD #3

ATTEST:

By: , President

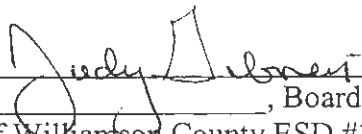
, Board Secretary
of Williamson County ESD #3

Exhibit A – Williamson County Radio Communications System
User Advisory Board Organization

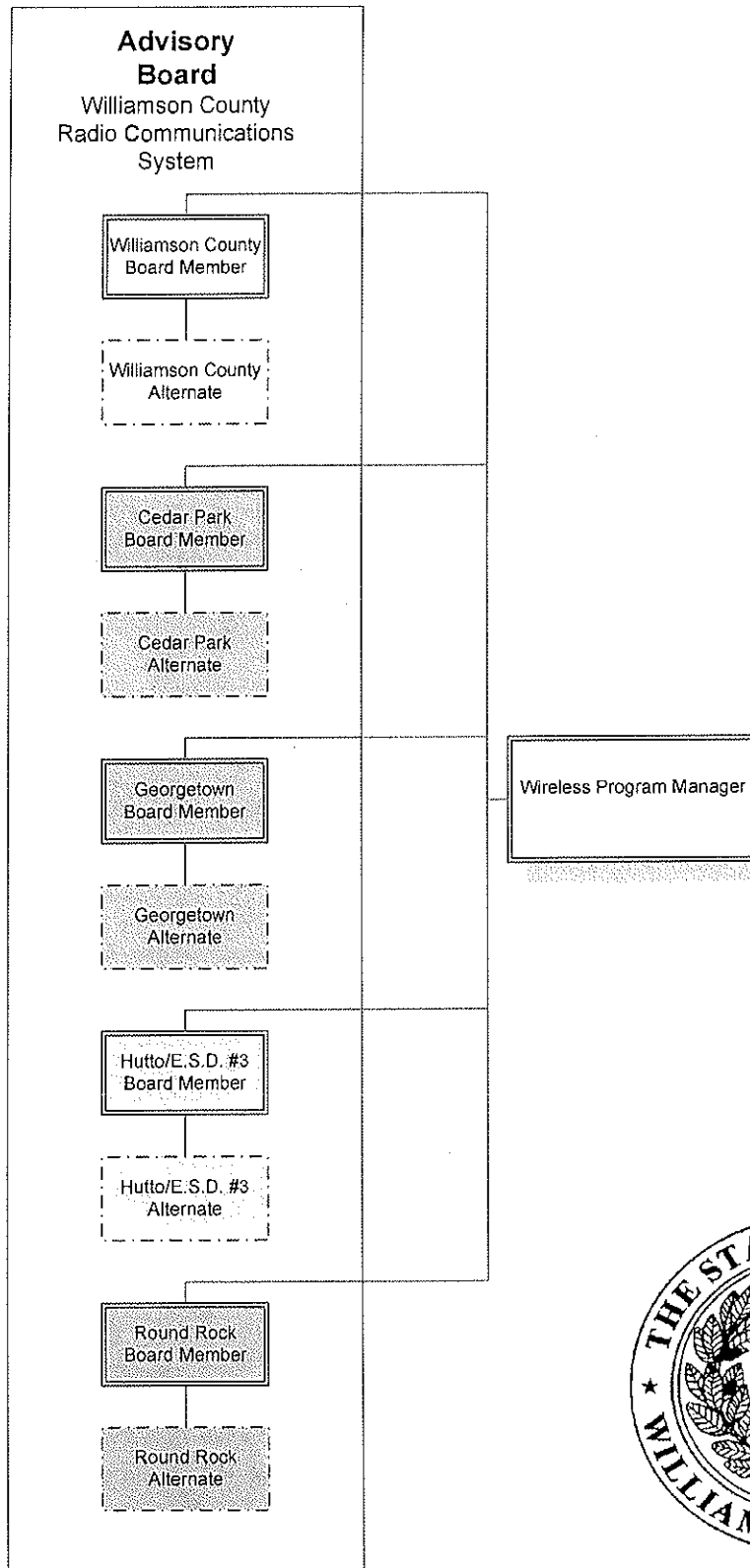


Exhibit B – Initial Service Level Objectives

The Williamson County Radio Communications System (RCS) has been designed and engineered to provide an extremely high level of service to users. System reliability, coverage, availability, implementation, and maintenance will continue to be focused on providing high quality, public safety grade service to all users.

System loading is one key characteristic of measuring a system's effectiveness as well as the need to plan for expansion should loading and traffic patterns suggest that the system infrastructure is approaching a saturation point.

Measurement of loading is done by a Grade of Service, where Grade of Service is the probability of a user being "blocked" or delayed access to a trunked radio channel resource for more than a specified time interval measured. The "Busy Hour" is defined as the hour within a 24 hour period that has the highest average traffic load, averaged over a statistically significant number of days.

Through advance, long-range planning and ongoing assessment of current system loading, forecasted growth in population and radio users, and technological developments, the RCS Program Manager will responsibly and methodically plan for keeping the communications system infrastructure at a level that will continually meet or exceed the reasonably foreseeable demands of the system and the users that it supports.

If the collected traffic data, plotted on a monthly basis, indicates a trend where the GOS exceeds 1% and the queue (wait for a channel grant) time exceeds 1 second over a period of three consecutive months, steps shall be taken to increase capacity once any potential anomalous occurrences or conditions have been examined and explained. Clearly, it is desirable that *no* busy signals will be received by a public safety user at any point, and it is equally clear that no system can be designed that will assure that no busy signal will ever be received during an extraordinary event.

As such, the RCS Program Manager will continuously and proactively monitor system performance, actual measured growth and system demand over time, and anticipated growth in users and population, and all other known factors affecting system loading and performance. This monitoring will be an integral part of system planning, and plans will be in place well in advance of need for system expansion, to allow for orderly funding processes and lead time for development of system expansion, be it for equipment acquisition and construction to any needed land acquisition and development or other factors.

Funding needs and availability will be identified and communicated in a timely manner to allow Williamson County to have adequate time for identifying and securing funding, and to identify any potential funding impacts on RCS Parties and Associates. Additionally, the RCS Program Manager will maintain awareness of obsolescence or dates for manufacturer abandonment of support of infrastructure components and subscriber equipment, and will advise all RCS Parties and Associates of any such dates in order to provide adequate advance notice to RCS Parties and

Associates for anticipated financial obligations on their parts for subscriber equipment or any other user-owned equipment.

Service measurements will continue to be honed through the system life-cycle, based upon recommendations from the Advisory Board to the RCS Program Manger. Ongoing monitoring of system performance measurements and adoption of baseline data will allow the management of system capacity and performance to be defined to a more granular level and more precisely monitored and measured throughout the life of the system.

Worth noting is that Williamson County, as the largest single user of the system and having coverage requirements over the entire county, has a high degree of interest of ensuring that coverage and capacity of the radio system is comprehensive, complete, and adequate at all times.

No unconditional guarantees of operability are implied or provided. Furthermore, no unconditional guarantees of funding availability are implied or can be provided. However, all RCS Parties and Associates agree to make all reasonable efforts to secure and provide funding, as defined elsewhere in the Agreement, consistent with the goals and measurements provide herein.

Exhibit C – System Performance Measurements

The Williamson County Radio Communications System (RCS) will be measured as to effectiveness and capacity on an ongoing basis. Optimal service and capacity levels will continue to be refined through the life of the system, as defined by the RCS Program Manager, based upon his/her expertise and experience, and with the advice and recommendations of the Advisory Board.

Measurement factors will include:

Measured Item	Metric
System busy signals	<ul style="list-style-type: none">• Number of busy signals received by hour/day
Subscriber units	<ul style="list-style-type: none">• Total number, and number per channel pair
Coverage	<ul style="list-style-type: none">• Signal strength measurements• Propagation modeling• Population density overlays
System Loading	<ul style="list-style-type: none">• Percentage of time per hour that a radio transmission (base or mobile) is taking place per radio frequency pair• By hour, by day

Other measurements will likely be identified as appropriate throughout the life-cycle of the system, and will be adopted as appropriate by the RCS Program Manager with the advice of the Advisory Board, and refined as appropriate.

**WILLIAMSON COUNTY
RADIO COMMUNICATION SYSTEM
ASSOCIATES AGREEMENT FOR USE OF THE RADIO COMMUNICATION SYSTEM
BY THE CITY OF TAYLOR, TEXAS**

This Interlocal Agreement (“Agreement”) is executed by the City of Taylor, Texas (“City”) and Williamson County, Texas (“County”), being collectively referred to as “the Parties”, for the purpose of outlining the Parties’ mutual responsibilities with respect to the City becoming an RCS Associate in the Williamson County Radio Communication System (“RCS”). Accordingly, the Parties set forth their intent and understandings as follows:

RECITALS

Williamson County is a party to the 800 MHZ Trunked Voice Radio System Implementation Interlocal Agreement (“Implementation Agreement”) which funded the procurement and implementation of the Radio Communication System to improve the ability of public safety and public service agencies to communicate and cooperate with each other, and allow direct access to, and exchange of data in the Central Texas area.

Williamson County is also a party to the Interlocal Agreement For Operations And Maintenance Of The Radio Communication System (“Operations Agreement”), which provides for the organizational structure and funding for the operation and maintenance of the Radio Communication System. This Agreement authorizes County to enter into Interlocal Cooperation Agreements For Use of The Radio Communication System with organizations that are eligible under FCC rules and regulations to use the licensed frequencies of the Radio Communication System.

The purpose of this agreement is to provide the RCS Associate access to and use of the Radio Communication System.

Both County and RCS Associate are authorized pursuant to TEX. GOV'T CODE ANN., Chapter 791, to enter into an Interlocal Cooperation Agreement for the purpose described in this agreement.

AGREEMENT

NOW, THEREFORE, County and RCS Associate agree to the following terms and conditions:

1.0 TERM

1.1 Contingent Term. This agreement is contingent upon both the continuation of the Operations Agreement and County’s continued right to use the Radio Communication System under the Operations Agreement. If County is no longer eligible to use the Radio Communication System for any reason, this agreement is automatically terminated.

1.2 Initial Term. This agreement commences on the date on which it is signed by the last party to sign it. This agreement continues in force until the earlier of September 30, 2009 or the occurrence of one of the contingencies that automatically terminate this agreement.

1.3 Automatic Renewal. If neither of the contingencies in 1.1 has occurred, this agreement automatically renews on October 1, 2009 for a term of one (1) year unless either this agreement is terminated sooner pursuant to 10.0 or one of the contingencies in 1.1 occurs. If neither of the contingencies in 1.1 has occurred, this agreement automatically renews for terms of one (1) year each year after that unless either this agreement is terminated sooner pursuant to 10.0 or one of the contingencies in 1.1 occurs.

2.0 RCS ASSOCIATE RESPONSIBILITIES

2.1 Access Authorization. RCS Associate is authorized to access and use the type and quantity of Subscriber Equipment described in Attachment A on the Radio Communication System. RCS Associate shall not use any additional equipment on the Radio Communication System.

2.2 Payment. On or before the last day of each month, RCS Associate shall pay County the amount due for that month based on the number and type of Subscriber Equipment authorized in Attachment A and the monthly rates for RCS System Operations and Maintenance Support Costs and RCS System Infrastructure Maintenance Support Costs in Attachment A. If Attachment A is amended during a County Fiscal Year, RCS Associate shall pay County the amount due for the remainder of that County Fiscal Year for the additional Subscriber Equipment authorized by the amendment of Attachment A based on the monthly rates for RCS System Operations and Maintenance Support Costs and RCS System Infrastructure Maintenance Support Costs in Attachment A.

2.3 Limit on Use. RCS Associate is subject to any limitations or restraints on its usage of the Radio Communication System that apply to County.

2.4 Purchase of Equipment. RCS Associate shall purchase and provide its own Subscriber Equipment to be used on the Radio Communication System. The selection and specifications for this Subscriber Equipment must be coordinated with the RCS Program Manager so that all Subscriber Equipment purchased is compatible with the Radio Communication System.

2.5 Etiquette. RCS Associate shall ensure that the persons it authorizes to use its Subscriber Equipment are trained in the proper use and etiquette for two-way radio communication.

2.6 Compliance with Agreement. When using the Radio Communication System, RCS Associate shall abide by all policies, procedures, and guidelines established by the RCS Operating Board and the terms and conditions of this agreement.

2.7 Compliance with Standard Operating Conditions and FCC. RCS Associate shall use the Radio Communication System in a manner consistent with the Standard Operating Procedures established by the RCS Operating Board and in compliance with applicable Federal Communications Commission regulations and rules.

2.8 Programming of Equipment. RCS Associate shall ensure that programming for its Subscriber Equipment that use the Radio Communication System is consistent with the Standard Operating Procedures established by the RCS Operating Board.

2.9 FCC Violations. If there is any actual or alleged violation of any FCC rule or regulation as a result of any Subscriber Equipment that is owned by RCS Associate or used by any person associated with RCS Associate, RCS Associate shall reimburse the RCS Party that is the holder of an FCC license for the all costs arising from the actual or alleged violation, including costs and attorneys fees for defense against the allegation as well as fines and penalties incurred.

2.10 Improvements Point of Contact. RCS Associate shall use County as its primary point of contact for requests for Radio Communication System improvements.

2.11 Operations Point of Contact. When addressing problems, and seeking answers to operations questions, RCS Associate shall use the RCS Program Manager as its primary point of contact. RCS Associate shall work with the RCS Program Manager in a good faith effort to help resolve problems.

2.12 System Development. RCS Associate is encouraged to use and improve the interoperations capabilities of the Radio Communication System and to provide input to the RCS Program Manager on the day-to-day operations of the Radio Communication System and on the development of Radio Communication System standard operating policies and procedures.

2.13 Current Revenue Payments. RCS Associate shall pay for all costs incurred pursuant to this agreement from current revenue funds.

2.14 Access to Reports, Records, and Facilities. RCS Associate shall provide County with full access to all records and reports about the Radio Communication System that are in its possession and are available by law to members of the public generally.

2.15 Compliance with Laws. RCS Associate shall comply with all applicable laws, rules and regulations in the performance of this agreement.

3.0 COUNTY RESPONSIBILITIES

3.1 Notice of Limitations. County shall notify RCS Associate of any limitations or restraints on its usage of the Radio Communication System as soon as practicable after these are imposed on County.

3.2 Copies of Procedures. County shall provide RCS Associate with copies of all policies, procedures, and guidelines established by the RCS Operating Board, including the Standard Operating Procedures.

3.3 Notice of Violation. County shall notify RCS Associate if it becomes aware of any actual or alleged violation of any FCC rule or regulation as a result of any Subscriber Equipment that is owned by RCS Associate or used by any person associated with RCS Associate.

3.4 Improvement Requests. County shall assist RCS Associate in relation to any reasonable requests for Radio Communication System improvements and in its relationship with the RCS Program Manger if needed.

3.5 Invoice. County shall invoice RCS Associate for the amount due each month based on the number and type of Subscriber Equipment authorized in Attachment A and the rates in Attachment A. The invoice shall include a current copy of Attachment A, the month covered by the invoice, the per unit amount to be paid, and the total amount to be paid.

3.5 Current Revenue Payments. County shall pay for all costs incurred pursuant to this agreement from current revenue funds.

3.6 Access to Reports, Records, and Facilities County shall provide RCS Associate with full access to all records and reports about the Radio Communication System that are in its possession and are available by law to members of the public generally. The members of the RCS or their representatives have the right to inspect any equipment and facilities of the Radio Communication System in the company of the RCS Program Manager, under any reasonable circumstances.

3.7 Compliance with Laws. County shall comply with all applicable laws, rules and regulations in the performance of this agreement.

4.0 LIABILITY

4.1 County is not liable for and RCS Associate assumes full risk of any claims, damages or attorney's fees of every kind for injury to or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly as a result of this agreement or the operations of the RCS Associate.

5.0 RETENTION, ACCESSIBILITY AND AUDIT OF RECORDS.

5.1 RCS Associate Retention. RCS Associate shall maintain all records and documentation for all Subscriber Equipment to be used on the Radio Communication System in a readily available state and location for three (3) years after the agreement term in which RCS Associate stopped using the Radio Communication System.

5.2 County Access. RCS Associate shall give County, or its duly authorized representatives, access to and the right to examine all records, and other papers related to Subscriber Equipment used on the Radio Communication System, at reasonable times and for reasonable periods. These rights to access continue as long as these records are retained by RCS Associate.

5.3 County Audit. County has the right to conduct a financial audit of the RCS Associate's performance of this agreement. RCS Associate agrees to permit County, or its authorized representatives, to audit RCS Associate's records that relate to this agreement and to obtain any document, materials or information necessary to facilitate this audit.

6.0 LIMIT ON AGENTS

6.1 No agent, official, employee, or representative of County has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee or representative of RCS Associate has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the RCS.

7.0 COUNTY RIGHT TO CONTRACT: OTHER ENTITIES

7.1 County may contract with other entities to provide access to and use of the Radio Communication System throughout Williamson County and any additional area that becomes part of the Radio Communication System. All proceeds to County that may arise from other agreements inure to the benefit of County.

8.0 BREACH

8.1 The failure of either party to comply with the terms and conditions of this agreement is a breach of this agreement.

9.0 MEDIATION

9.1 When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., §154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., §154.073, unless both parties agree, in writing, to waive the confidentiality.

10.0 SUSPENSION AND TERMINATION

10.1 Suspension. RCS Associate is subject to immediate suspension of this RCS Associate Interlocal Agreement for any of the following:

10.1.1 Alleged violation of FCC rules and regulations,

10.1.2 Individual or repeated violations of the RCS Standard Operating Procedures, or

10.1.3 Use of the Radio Communication System that is determined to be inappropriate by the RCS Governing Board.

10.2 County Termination. County has the right to terminate this agreement, in whole or in part, for one or more of the following reasons at any time in compliance with 10.3:

10.2.1. RCS Associate has violated any FCC rules or regulations,

10.2.2. RCS Associate has violated the RCS Standard Operating Procedures one or more times,

10.2.3. RCS Associate has used the RCS in a manner that is determined to be

inappropriate by the RCS Governing Board.

10.2.4 RCS Associate has failed to comply with any term or condition of this agreement,

10.2.5 RCS Associate is unable to conform to changes required by federal, state or local laws or regulations related to performance under this agreement, or

10.2.6 County has failed to appropriate sufficient funds to provide to continue its participation in the Radio Communication System.

10.3 Procedure. At least twenty (20) days before the effective date of termination, County must notify RCS Associate in compliance with 15.01 of the decision to terminate this agreement, the existence and nature of the breach, the effective date of termination and, in the case of a partial termination, the portion of the agreement to be terminated. RCS Associate may avoid termination of this agreement pursuant to 10.2 and 10.3 if RCS Associate cures the breach to the satisfaction of County within twenty (20) days of receipt of this notice. This time to cure may be extended, at the sole discretion of County, as long as the RCS Associate diligently continues to work toward completion of the cure. If the breach is not cured to the satisfaction of County prior to the effective date of termination or any extension of the date allowed by County in writing, the RCS Associate is in default and the participation of the RCS Associate is automatically terminated on that date.

10.4 RCS Associate Termination. RCS Associate may terminate this agreement, in whole or in part, at any time for any of the following reasons in compliance with 10.4:

10.4.1 County has failed to comply with any term or condition of this agreement, or

10.4.2 County is unable to conform to changes required by federal, state or local laws or regulations related to performance under this agreement.

10.4.3 RCS Associate has failed to appropriate sufficient funds to pay the amounts due under this agreement for any fiscal year after the initial term.

10.5 Procedure. At least ninety (90) days before the date of termination, RCS Associate must notify County in compliance with 15.1 of the decision to terminate this agreement, the reasons for termination, the effective date of termination and in the case of a partial termination, the portion of the agreement to be terminated. County may avoid termination of this agreement pursuant to 10.4.1 or 10.4.2 if County corrects the causes of the reasons for termination stated in the notice to the satisfaction of the RCS Associate prior to the effective date of termination.

10.6 Mutual Termination. Either party has the right to terminate this agreement, in whole or in part, when both parties agree, in writing, that the continuation of the activities under this agreement would not produce beneficial results commensurate with the further expenditure of funds and what conditions of termination will apply, including the effective date of termination and, in case of partial termination, the portion of the agreement to be terminated.

10.7 Right Surviving Termination. If either party terminates this agreement, RCS Associate shall pay the amounts outstanding to County in compliance with this agreement within 30 days after the effective date of termination.

10.8 Survival of Provisions. If this agreement is terminated, the terms about payments survive the termination until each amount due is paid.

11.0 NON-WAIVER AND RESERVATION OF REMEDIES

11.1 Non-Waiver. Any act of forbearance by either party to enforce any provision of this agreement must not be construed as a modification of this agreement or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this agreement must not be construed as a waiver of that right or privilege. In this agreement, County and RCS Associate do not waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions.

11.2 Reservation of Rights and Remedies. All rights of both parties under this agreement are specifically reserved. Any payment, act or omission by a party must not impair or prejudice any remedy or right of that party under this agreement. Any right or remedy stated in this agreement must not preclude the exercise of any other right or remedy under this agreement, the law or at equity, nor must any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

12.0 ENTIRE AGREEMENT

12.1 Attachment. Attachment A-Equipment and Rate Schedule is made a part of this contract and constitutes promised performances by RCS Associate under this agreement.

12.2 Agreement All Inclusive All oral and written agreements between the parties to this agreement relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained in this document.

13.0 ASSIGNABILITY

13.1 Neither party may assign any of the rights or duties created by this agreement without the prior written approval of the other party. It is acknowledged by RCS Associate that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Commissioners Court.

14.0 AMENDMENTS

14.1 Amendment of Agreement. Any change to the provisions of this Agreement except for changes to Attachment A must be made in writing and signed by both parties: County and RCS Associate. It is acknowledged by RCS Associate that no officer, agency, employee or representative of County has any authority to change the provisions of this agreement unless expressly granted that authority by Commissioners Court.

14.2 Amendment of Attachment A. County may amend the rates stated in Attachment A by sending a notice of rate change in compliant with 15.01 to RCS Associate at least sixty (60) days before

the effective date of the change. If RCS Associate does not send a notice in compliance with 15.01 stating that the change is unacceptable before its effective date, RCS Associate shall accept the rates stated in the notice of rate change and shall pay those rates for the next month to be billed. If RCS Associate sends a notice that the change is unacceptable RCS Associate shall not use its Subscriber Equipment on the Radio Communication System after the beginning of the next month unless County and RCS Associate have agreed in writing to the rates applicable to it for the next month.

14.3 RCS Associate Request. RCS Associate must submit all requests for changes to this agreement to Emergency Services Coordinator. The Emergency Services Coordinator must present the RCS Associate's requests to Commissioners Court for consideration.

14.4 County Request. County must submit all requests for changes to this agreement to the **Title Of Signing Authority.** The **Title Of Signing Authority** must present County's requests to the **Type Of Governing Body** for consideration.

15.0 NOTICES 15.1 Method of Notice. Any notice required or permitted to be given under this agreement by one party to the other must be in writing and must be given and is deemed to have been given immediately if delivered in person to the address set forth in 15.2 or 15.3 for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified in 15.2 or 15.3.

15.2 Address of County. The address of County for all purposes under this contract must be:

Honorable Dan A. Gattis (or his successor in office)
Williamson County Judge
710 S. Main St.
Austin, Texas 78626

With copies to (registered or certified mail is not required):

Honorable Jana Duty (or her successor in office)
Williamson County Attorney
405 Martin Luther King, Box 7
Austin, Texas 78626

and

Williamson County Emergency Operations Center Manager (or his successor)
301 SE Inner Loop
Georgetown, Texas 78626

**MEMORANDUM OF UNDERSTANDING REGARDING
THE CITY OF LEANDER BECOMING AN RCS ASSOCIATE IN THE
WILLIAMSON COUNTY RADIO COMMUNICATION SYSTEM (“RCS”)**

This Memorandum of Understanding (“MOU”) is executed by the City of Leander, Texas (“City”) and Williamson County, Texas (“County”), being collectively referred to as “the Parties”, for the purpose of outlining the Parties’ mutual intent and understandings with respect to the City becoming an RCS Associate in the Williamson County Radio Communication System (“RCS”). Accordingly, the Parties set forth their intent and understandings as follows:

I. Recitals

- A. The purpose of this MOU is to outline certain understandings by and between the Parties to enable each party to effectively plan and budget for the use of the RCS.
- B. The City specifically understands that County is in the process of entering into an interlocal agreement with the City of Georgetown, the City of Round Rock, the City of Cedar Park, the City of Hutto and the Williamson County ESD #3 (“RCS Parties”) for the establishment, operation and maintenance of the RCS (“RCS ILA”) and that this MOU is subject to the said parties’ execution of the RCS ILA. In the event the RCS ILA is not consummated, the Parties shall not be required to continue negotiations relating to the City’s use of the RCS.
- C. A draft copy of the proposed RCS ILA is attached hereto as Exhibit “A”.

II. General Terms Regarding the Project

- A. In addition to other terms and conditions of the RCS ILA, the City acknowledges that its ultimate acceptance as an RCS Associate will be subject to the following terms:
 - I. Any governmental or non-governmental entity satisfying FCC requirements to operate on a public safety radio system that desires to become an approved RCS Associate of the RCS must apply in writing to the RCS Program Manager/Williamson County. The application must state the name of the entity applying, the type of use requested, the number of subscriber units to be used by the applicant, the quantity of each type of use, any encryption requirements, subscriber unit programming parameters, and all templates currently in use or proposed by the applicant. The applicant shall make a presentation regarding its application to the RCS advisory board. The RCS advisory board shall then review the application and make a recommendation to the RCS Program Manager/Williamson County to approve or deny the applicant as an RCS Associate. The RCS Program Manager/Williamson County shall then consider the RCS advisory board’s recommendation and all matters

relating to such application and thereafter decide, at its sole discretion, to either approve or deny the application; and

2. That no entity may be accepted into the RCS as an RCS Associate unless and until there is sufficient RCS system capacity to add additional subscriber units to the RCS, as determined by the RCS Program Manager/Williamson County.
- B. The City understands and acknowledges that, if accepted into the RCS, its participation shall be limited to that of only an RCS Associate; as such term is more fully defined in the RCS ILA.
 - C. The term of this MOU shall be until such time as the RCS ILA is executed by all RCS Parties and an RCS Associate User Agreement is entered into by and between the County and the City.
 - D. The costs and fees associated with the City's participation in the RCS shall be as more fully set forth in the RCS ILA.

III. Proposed General Obligations of the Parties

- A. County Obligation. The County will cooperate with and assist the City in its application to become an RCS Associate.
- B. City Obligation. The City will follow all application procedures in order to make application to become a RCS Associate and, upon acceptance as an RCS Association, the City shall agree to comply with all terms and conditions of the RCS ILA.

IV. Miscellaneous Provisions

- A. Good Faith Negotiations. The Parties each understand and acknowledge that this MOU does not obligate either party in any way. However, each party pledges to continue to negotiate in good faith to accomplish the mutual goals and interests set forth herein.
- B. Outline of Terms. The Parties each understand and acknowledge that the terms and provisions contained herein are only an outline of the terms of the agreements contemplated herein and a final agreement may contain terms and provisions not covered herein.

Executed this 24th day of March, 2008.

CITY OF LEANDER, TEXAS

By: John D. Cowman

Printed Name: John D. Cowman

Title: Mayor

WILLIAMSON COUNTY, TEXAS

By: Dan A. Gattis
Dan A. Gattis, County Judge

advisory body, administrative procedures, and financing structures for a new digital regional radio communications system; and

WHEREAS, the parties comprising CWICS desire to contract in this Agreement for the dissolution of CWICS; and

WHEREAS, the parties hereto desire to contract in this Agreement for the establishment of the Williamson County Radio Communications System (the "RCS");

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

SECTION 1 **DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

Overarching Definition: Williamson County Radio Communications System (the "RCS") - The "RCS" shall mean the Williamson County digital radio communications system serving all RCS Parties and Associates.

1. Advisory Board - The "Advisory Board" shall mean the RCS body that provides recommendations to the Program Manager/Williamson County as to issues relating to the overall direction of the RCS, management and operations issues, system issues, and other issues relating to areas delineated in this Agreement in Section 6.

2. Agency-specific Equipment - "Agency-specific Equipment" shall mean 911 telephone equipment, logging recorders, printers, copiers, computers, telephones, and all other communications center equipment not directly related to the RCS.

3. Cities - "Cities" shall mean and include the City of Georgetown, Texas, the City of Round Rock, Texas, the City of Cedar Park, Texas, and the City of Hutto, Texas. Any reference in this Agreement to any such City or Cities shall include the respective officers, agents, employees and departments of such City or Cities.

4. County Wide Interagency Communications System (CWICS) - "CWICS" shall mean the previously-existing emergency analog radio system which operated in and for Williamson County and the City of Georgetown, City of Round Rock, City of Cedar Park, and City of Hutto / ESD #3.

5. Day - "Day" shall mean a calendar day.

6. Employee - "Employee" shall mean a person holding a position listed in the RCS Budget.

7. **FCC** - The "FCC" shall mean the Federal Communications Commission.
8. **Fiscal Year**- "Fiscal Year" shall mean the fiscal year (as adopted by the Program Manager/Williamson County) which begins on each October 1st and ends on each September 30th of the following year.
9. **Hutto / ESD #3** - "Hutto / ESD #3" or "City of Hutto / ESD #3" shall collectively mean both the City of Hutto, Texas and the Williamson County Emergency Services District #3, as established under V.T.C.A., Health and Safety Code, Chapter 775.
10. **IR Site** - The "IR Site" shall mean the "intelligent repeater" site which is a non-simulcast trunked site that utilizes independent frequencies, and which is linked to the Master Site Controller.
11. **Master Site Controller** - The "Master Site Controller" shall mean the City of Austin master site control computer system.
12. **Party-owned Enhancement** - A "Party-owned Enhancement" shall mean any addition to the RCS, such addition being owned by an RCS Party or Associate, that does not necessarily benefit all RCS Parties and Associates, including the installation of IR Sites purchased and implemented by an RCS Party or Associate that serve to enhance a specific geographic coverage area but that are not designed to benefit all RCS Parties and/or Associates under normal daily operations.
13. **Program Manager** - The "Program Manager" shall mean Williamson County, Texas, and its designated entity or person employed to perform specified functions.
14. **PSAP** - "PSAP" shall mean "Public Safety Answering Point" which is a communications center that answers 911 telephone calls.
15. **RCS Associate** - "RCS Associate" shall mean an entity that is a user of the RCS, that is eligible to use the licensed frequencies under FCC rules and regulations, but that is not a full RCS Party as defined herein and, as such, has no membership right or eligibility to the Advisory Board. In addition to the other requirements set forth herein, each RCS Associate shall be required to execute an interlocal agreement with Williamson County prior to becoming a user of the RCS. Such interlocal agreement shall serve as evidence that the RCS Associate has agreed to be bound by the terms and conditions of this Agreement. When such entities are referred to herein in the plural, they shall be termed "RCS Associates."
16. **RCS Infrastructure** - "RCS Infrastructure" shall mean all system hardware and software necessary for the normal operation of both the RCS and RCS Infrastructure Equipment. The term "RCS Infrastructure" does not include Party-owned Enhancements, Subscriber Equipment and Agency-specific Equipment.

- 17. RCS Infrastructure Equipment** - "RCS Infrastructure Equipment" shall mean all critical system equipment necessary to operate the RCS including but not limited to RCS tower sites, RCS Prime Site Controller, and connectivity devices utilized between the RCS Prime Site or Backup Site and the City of Austin. The term "RCS Infrastructure Equipment" does not include Subscriber Units, Party-owned Enhancements, Agency-specific Equipment, or connectivity devices between each PSAP and the RCS Prime Site, Backup Site or the City of Austin.
- 18. RCS Party** - "RCS Party" shall mean and include Williamson County, the City of Georgetown, the City of Round Rock, the City of Cedar Park, and the City of Hutto / ESD #3, all of which made significant capital investments in the former CWICS system and were CWICS parties. When such entities are referred to herein in the plural, they shall be termed "RCS Parties."
- 19. RCS Prime Site** - The "RCS Prime Site" shall mean a site located in Williamson County which will contain, at a minimum, the number of repeaters and central controllers necessary to properly operate the RCS for all RCS Parties and Associates.
- 20. RCS Prime Site Controller** - "RCS Prime Site Controller" shall mean the computer equipment located and operated at the RCS Prime Site which controls the trunked operation of the RCS.
- 21. RCS Remaining Parties** - "Remaining Parties" shall mean the parties to this Agreement who remain contractually committed to the RCS and this Agreement after the withdrawal of any RCS Party.
- 22. RCS System Capacity** - "RCS System Capacity" shall mean the quantity of available trunked radio channel resources that are operated by the RCS and that are accessible by RCS Parties and Associates. The capacity of the system shall be such that the system supports the stated traffic loading, as delineated in Section 10, which is derived by periodic traffic monitoring.
- 23. RCS System Load** - "RCS System Load" shall mean the amount of trunked radio traffic generated by the RCS Parties and Associates determined by radio traffic monitoring, and identified as a Grade of Service (GOS), where GOS is the probability of a user being "blocked" or delayed access to a trunked radio channel resource for more than a specified time interval as measured during a peak traffic time period defined as the "busy hour."
- 24. Simulcast System** - The "Simulcast System" shall mean the 800MHz trunked simulcast system linked into the Austin-Travis County Regional Radio System. The term "Simulcast System" does not include dispatch, mobile or portable radios, radio phones, agency-specific equipment or PSAP connection devices to the Simulcast System that are solely owned and maintained by each RCS Party or Associate.
- 25. Subscriber Equipment** - "Subscriber Equipment" shall mean and include, but shall not be limited to, portable radios, mobile radios, control station radios and radio consoles owned and operated by the RCS Parties and Associates.

26. Subscriber Unit - "Subscriber Unit" shall mean a portable or fixed radio communications device such as a mobile vehicle radio, portable hand-held radio, or fixed control station within a communications center.

27. Support Vendor - "Support Vendor" shall mean a vendor properly selected (in accordance with applicable state laws) to provide maintenance, repair, troubleshooting, and/or related services for the RCS.

28. System-owned Enhancement - A "System-owned Enhancement" shall mean any addition to the RCS, such addition being owned by the RCS itself, that benefits RCS Parties and Associates overall, including but not limited to system-wide software upgrades, installation of new tower sites, or replacement of existing RCS Infrastructure Equipment.

29. System Manager - The "System Manager" shall mean the entity designated by Program Manager/Williamson County to perform duties under this Agreement at the direction of Program Manager/Williamson County, such duties to include day-to-day technical operations of the RCS as such relate to the RCS's inter-connectivity to the Austin-Travis County Regional Radio System.

30. Williamson County - "Williamson County" shall mean Williamson County, Texas. Any reference in this Agreement to Williamson County shall include the respective officers, agents, employees and departments of Williamson County.

SECTION 2 PURPOSE

The general purpose of this Agreement is to dissolve CWICS, to provide for the establishment of the Williamson County Radio Communications System (RCS), to establish an organizational and management structure for the ongoing administration, operation, and maintenance of the RCS, and to create a budget process, funding processes, strategic planning and budget forecasting processes, and allocation of costs associated with, operating, maintaining, and upgrading the RCS.

With the exception of any document cited in this Agreement as retaining full force and effect, all previous Interlocal Agreements and/or Memorandums of Understanding, Commissioners Court or City Council decisions, proclamations, resolutions or decrees which relate to CWICS and/or which were executed between the CWICS parties and associated agencies shall dissolve upon execution of this Agreement, and same shall no longer be of any force or effect.

The parties to this Agreement have developed initial service level objectives attached hereto as Exhibit "B" and incorporated herein by reference for all appropriate purposes, and the parties to this Agreement have developed system performance measurements attached hereto as Exhibit "C" and incorporated herein by reference for all appropriate purposes.

**SECTION 3
DISSOLUTION OF CWICS**

The parties comprising CWICS hereby agree and accomplish the dissolution of CWICS; and each and every party hereto, having been a party to the original CWICS "Communications System Interlocal Agreement" dated May 8, 1997, and the "Interlocal Agreement" dated November 8, 2001, and the "Agreement for Buy-In to CWICS 800 Trunking Board" dated March 17, 2004 (all being attached hereto), expressly acknowledges and agrees that CWICS is dissolved by this document.

**SECTION 4
FREQUENCIES**

Prior to or contemporaneous with its execution of this Agreement, the City of Cedar Park agrees to transfer to Williamson County five (5) 800 MHz frequencies currently licensed to Cedar Park. Williamson County hereby agrees to re-license said frequencies and include them in the RCS frequency pool.

The City of Cedar Park agrees to relinquish its current single site five (5) channel 800MHz analog radio system, and ownership of same shall revert to or otherwise be transferred to Williamson County.

It is expressly acknowledged and agreed by the parties hereto that the resolution unanimously passed by the Williamson County Commissioner's Court on September 11, 2001, under Agenda Item 21, remains in full force and effect. Such resolution recites as follows: "Now, therefore, be it resolved by the Commissioner's Court of Williamson County, Texas, that the County agrees that if any participating entity in CWICS transfers its FCC license to Williamson County, the County will transfer said license back to said entity if said entity withdraws from CWICS, or CWICS is dissolved."

In accordance with the immediately-preceding paragraph, it is expressly acknowledged and agreed by the parties hereto that, due to the dissolution of CWICS, the Cities, as defined herein in Section 1(3), currently retain all rights to make demand for and receive reassignment of their individual and respective FCC licenses and frequencies back to themselves from Williamson County. In the spirit of cooperation, the Cities agree to forego their right to demand the immediate reassignment of their individual and respective FCC licenses and frequencies and hereby agree to allow said frequencies to remain in the name of Williamson County and be used for purposes of a RCS frequency pool; provided, however, the parties to this Agreement agree that the Program Manager/Williamson County shall consent to and authorize the reassignment of said FCC licenses and frequencies back to any of the Cities that choose to withdraw from this Agreement pursuant to Section 18 herein below or consent to and authorize the reassignment of the individual and respective FCC licenses and frequencies back to all of the Cities if the RCS is dissolved in its entirety. In the event of a reassignment of said FCC licenses and frequencies following a RCS Party's withdrawal from the RCS, the parties hereto acknowledge that they may

not be reassigned the same frequency that they previously assigned to Williamson County prior to the dissolution of CWICS since such frequency may be in use as an RCS control channel. However, in such case, the Program Manager/Williamson County shall reassign a comparable frequency to the withdrawing RCS Party. The parties to this Agreement expressly acknowledge their understanding that this provision shall have primacy over and shall supersede any statement to the contrary contained herein or elsewhere.

Williamson County agrees to keep the frequencies which are in the RCS frequency pool active in order to prevent any reversion of frequencies back to the FCC.

SECTION 5
TERM OF AGREEMENT; AND EFFECTIVE DATE

This Agreement shall be deemed to be effective as of October 1, 2007. The initial term of this Agreement shall be for ten (10) years, subject to the rights of withdrawal and termination as contained herein. Following the initial ten (10) year term, this Agreement shall automatically renew for up to a maximum of two (2) additional terms of five (5) years each, subject to the rights of withdrawal and termination as contained herein. .

SECTION 6
ADVISORY BOARD

Subsection 6.01: General Purpose. The parties hereto expressly acknowledge that the Advisory Board shall be advisory in nature. Notwithstanding anything contained herein to the contrary, the parties hereto expressly acknowledge that the Advisory Board shall have no authority to obligate the Program Manager/Williamson County in any financial way, nor shall the Advisory Board have the authority to make expenditures of funds.

The organizational structure of the RCS and the initial composition of the Advisory Board are delineated in Exhibit "A" attached hereto and incorporated herein by reference for all appropriate purposes.

The Advisory Board shall generally do the following: (1) provide recommendations to the Program Manager/Williamson County relating to the overall direction of the RCS; (2) collaborate with the Program Manager/Williamson County and with the System Manager to prepare and maintain a revolving five-year strategic plan/budget forecast to address such issues as RCS System Capacity, Party-owned Enhancements, System-owned Enhancements, and coverage issues; (3) provide recommendations relating to management and operations of the RCS to the Program Manager/Williamson County; (4) provide recommendations relating to standard operating procedures for the RCS to the Program Manager/Williamson County; (5) provide overall advice regarding the RCS to the Program Manager/Williamson County; (6) assist the Program Manager/Williamson County in the resolution of RCS issues; and (7) provide recommendations to the Program Manager/Williamson County relating to operational governance of Party-owned Enhancements, System-owned Enhancements, alias database management, template controls, interoperability, RCS budgets, performance, compatibility, and

other system issues. It is hereby acknowledged that the Advisory Board may exercise only the powers and duties specifically authorized under this Agreement.

Subsection 6.02: Composition. The parties hereto expressly acknowledge that the Advisory Board shall consist of only RCS Parties, and that RCS Associates shall have no membership rights or eligibility to serve on the Advisory Board. Additionally, the parties hereto expressly acknowledge that the City of Hutto and the Williamson County ESD #3 shall together constitute and be considered as a single RCS Party and shall be entitled to designate only one member to the Advisory Board.

The Advisory Board shall consist of only one member from Williamson County, one member from the City of Georgetown, one member from the City of Round Rock, one member from the City of Cedar Park, and one member from the City of Hutto / ESD #3. As soon as is practicable after execution of this Agreement, each such RCS Party entity shall designate in writing the name of its Board Member and the name of one Alternate Board Member, and shall submit same to the Program Manager/Williamson County.

Subsection 6.03: Officers. The Williamson County Judge or his/her designee shall be the permanent Chair of the Advisory Board.

The Advisory Board shall elect a Vice-Chair annually in the first month of each Fiscal Year, or as soon thereafter as is practicable. The Vice-Chair shall be responsible for acting in the absence of the Chair.

The Program Manager/Williamson County shall designate a person not serving as an Advisory Board Member to serve as Secretary to the Advisory Board. The Program Manager/Williamson County shall provide any necessary administrative support to the Advisory Board.

Subsection 6.04: Quorum and Voting. No action may be considered or taken by the Advisory Board unless a quorum is present. A quorum shall be constituted only when a majority of the Advisory Board Members or Alternate Board Members is present.

Each member of the Advisory Board shall have one vote. The affirmative vote of a simple majority is required to pass any action in which the Advisory Board is authorized to act on under this Agreement. All actions taken as the result of a vote by an RCS Party's Advisory Board Member shall be binding on the RCS Party.

Subsection 6.05: Duties. The Advisory Board's duties and authority shall be as follows:

1. After the first five Fiscal Years of this Agreement when the annual Subscriber Unit Fee is frozen in accordance with Subsection 14.02 herein, review the apportionment of the Annual Assessment between the RCS Parties and Associates and recommend to the Program Manager/Williamson County any adjustments needed;

2. Annually review the draft annual RCS Budget and the revolving five-year strategic plan/budget forecast as prepared by the Program Manager/Williamson County delineating funds needed to operate, maintain, upgrade and use the RCS. Each annual draft budget and each revolving five-year strategic plan/budget forecast shall be presented to the Advisory Board by not later than April 30th of each year. In the event a RCS Party does not agree with the draft RCS Budget as presented, it must, within thirty (30) days following receipt of the draft RCS Budget, provide the Program Manager/Williamson County and the Advisory Board with a detailed explanation of its issues and a detailed recommendation as to possible solutions to resolve the issues raised;
3. Review and make recommendations to the Program Manager/Williamson County regarding the operating policies and procedures for the RCS, including policies relating to radio resource management, training of communications and field personnel, system security, fleet mapping management, alias database management, capacity management, FCC compliance, and interoperability among Williamson County agencies and with other radio systems;
4. Regularly review the service level objectives and system performance measurements for the RCS and recommend actions to ensure reliable RCS performance;
5. Develop and recommend System-owned Enhancements to the Program Manager/Williamson County, if and as needed, to ensure desired RCS functionality and performance;
6. In conjunction with annual RCS reviews performed by the Program Manager/Williamson County, consider the impact of proposed RCS Associate applicants on the capacity of the RCS and recommend approval or denial of applications to allow additional RCS Associates;
7. Periodically provide input on the performance of the Program Manager/Williamson County;
8. Periodically provide input relating to the hiring of the Program Manager/Williamson County's staff person(s) designated to perform the duties of the Program Manager/Williamson County. The Program Manager/Williamson County shall consider the Advisory Board's evaluation and input in this regard, but the parties hereto expressly acknowledge that the Program Manager/Williamson County retains the exclusive right to take personnel actions, if any, with respect to its staff working on the RCS; and
9. Assist the Program Manager/Williamson County in developing agreements and standards defining the roles and responsibilities of the RCS Parties and Associates for System-owned Enhancements that are approved by the Program Manager/Williamson County. The funding for such System-owned Enhancements shall be included in the referenced agreements and standards. System-owned Enhancements shall be based on recommendations from the RCS Parties, RCS Associates, the Program Manager/Williamson County, and the System Manager. Any System-owned

Enhancements or Party-owned Enhancements to the RCS shall be included in the revolving five-year strategic plan/budget forecast reviewed at least annually.

Subsection 6.06: Terms. The term of each Advisory Board Member shall be for two (2) years, but he/she shall serve at the pleasure of the appointing RCS Party and may be removed by said RCS Party at any time with or without cause. There shall be no term limits for an RCS Party's Advisory Board Member, and no prohibition against successive re-appointment. There shall be no term limits for the Chair and Vice-Chair, and no prohibition against successive service or election.

Subsection 6.07: Attendance Requirements. Either an Advisory Board Member or an Alternate Advisory Board Member of each RCS Party shall attend all properly-noticed meetings.

Subsection 6.08: Procedures for Advisory Board Meetings. The Advisory Board shall meet at least quarterly each Fiscal Year. The Chair shall preside at each Board Meeting, and the Vice-Chair shall act in the absence of the Chair. The Chair shall provide the Advisory Board Members with at least ten (10) days notice of proposed dates for regular meetings. The Program Manager/Williamson County and/or any Advisory Board Member may place an item on the Advisory Board's meeting agenda by submitting the item to the Chair at least five (5) days prior to the next scheduled meeting. The Chair shall submit the official agenda to the Advisory Board Members by the time that it is posted in accordance with the Texas Open Meetings Act, but in any event not later than seventy-two (72) hours prior to the scheduled meeting.

Subsection 6.09: Special Meetings. The Advisory Board Chair or the Program Manager/Williamson County may call special meetings upon seventy-two (72) hours' prior written notice to the Advisory Board Members. Special meetings may be called to address unplanned contingencies relating to the RCS or to address RCS Budget related items. A majority of the Advisory Board Members may also call special meetings of the Advisory Board upon proper posting and seventy-two (72) hours' prior written notice of the date, location, and purpose of the meeting to the Advisory Board Chair and to each Board Member.

Subsection 6.10: Actions of the Advisory Board. The Advisory Board shall not take any action that would violate any applicable statute, law, regulation, court order, ordinance or commissioners' court order. Further, all Advisory Board Meetings shall comply with the Texas Open Meetings Act.

SECTION 7 **AMENDMENTS**

Subsection 7.01: Proposal of Amendment. Any RCS Party, through its Advisory Board Member, may propose an amendment to this Agreement to the Advisory Board. The Advisory Board shall consider the proposed amendment and make a recommendation to the Program Manager/Williamson County. The Program Manager/Williamson County shall review such proposed amendment and decide to accept or deny the proposed amendment, and shall thereafter notify each RCS Party and Associate, in writing, of its decision to accept or deny the proposed amendment.

Subsection 7.02: Adoption of Amendment. An amendment to this Agreement shall be effective when adopted by the governing bodies of the RCS Parties. An RCS Party whose governing body does not adopt such amendment may withdraw from participation in the RCS as provided herein in Section 18. Furthermore, in the event a RCS Party's governing body fails to adopt an amendment within thirty (30) days of the Program Manager/Williamson County's notice of its acceptance of a proposed amendment, such RCS Party shall be deemed to have accepted and approved the proposed amendment by its inaction. Each amendment to this Agreement shall be formalized in a written document and shall be signed by all RCS Parties. All amendments that are proposed and adopted, whether adopted by formal adoption or adoption by an RCS Party's inaction in accordance herewith, shall be binding on each RCS Party and Associate.

SECTION 8 **STAFFING AND OPERATIONS**

Subsection 8.01: System Manager Duties. The System Manager shall provide personnel to perform all required duties including, but not limited to, the day-to-day technical operations of the RCS as such relate to the RCS's inter-connectivity to the Austin-Travis County Regional Radio System. All actions of the System Manager shall be performed under the direction of the Program Manager/Williamson County.

Subsection 8.02: Program Manager Duties and Responsibilities. At a minimum, the Program Manager shall have the following duties and responsibilities:

1. *Minutes.* Assign a designee to maintain minutes of the Advisory Board meetings;
2. *Operations Authority and Recommendations.* Have operational authority of the system for daily operations, and consider recommendations from the Advisory Board on standard operating procedures and maintenance of the RCS;
3. *Supervision.* Supervise and oversee the personnel that are provided by the System Manager and the Program Manager/Williamson County to support the RCS;
4. *Dispute Resolution.* Provide the first level of administrative dispute resolution to the RCS Parties and Associates as such disputes relate to the operation of the RCS;
5. *Retention of RCS Related Documents and Agreements.* Maintain a current copy of this Agreement, any amendments to this Agreement, the most current version of all exhibits made a part of this Agreement, all program records of the RCS, all bills of sale, licenses, leases, titles, and other legal documents related to the use and ownership of the RCS Infrastructure, System-owned Enhancements and real property acquired under this Agreement, and copies of the most current versions of any subsequently-developed operating procedures or standards of the RCS. Such documentation shall be kept in the Program Manager's Office and be made available for inspection by the RCS Parties and Associates;

6. *Template Control.* Maintain a current copy of each Subscriber Unit and template used on Agency-specific consoles operating on the RCS. Each RCS Party and Associate is responsible for updating its respective templates and providing said copies to the Program Manager/Williamson County. The Program Manager/Williamson County shall make templates available to all RCS Parties and Associates upon request. The Program Manager/Williamson County shall also maintain a copy of all Template Interlocal Agreements, Memorandums of Understanding, and written agreements between RCS Parties, Associates, and other agencies authorizing the sharing, programming, and usage of any channels on the RCS. The Program Manager/Williamson County will coordinate subscriber unit templates and fleet mapping to ensure that interoperability requirements are met between all users of the RCS and the City of Austin Regional Radio System;
7. *RCS Budget and Staff Reports.* Provide a draft annual RCS Budget and a revolving five-year strategic plan/budget forecast to the RCS Parties and Associates by no later than April 30th of each year, as well as provide annual staff reports as requested by the Advisory Board;
8. *Performance Reports.* Quarterly, or more frequently if specifically requested by the Advisory Board, provide the Advisory Board with at least one report of RCS performance measures, as included in the Annual System Assessment described herein;
9. *Job Descriptions.* Maintain descriptions of the duties of Williamson County and/or the Program Manager staff that is employed on the RCS;
10. *Inventory Report.* Maintain and provide an annual inventory report to the RCS Parties and Associates which describes all RCS Infrastructure and real property acquired under this Agreement and contains an assessment of condition of such inventory;
11. *Manuals and Warranties.* Maintain current operation manuals and warranty information for all RCS Infrastructure Equipment;
12. *Standard Operating Procedures.* Develop, distribute, and revise current standard operating procedures for the RCS;
13. *Contract Administration.* Administer all contracts for the operation and maintenance of the RCS;
14. *Annual System Assessment.* Annually, or more frequently if specifically requested by the Advisory Board, provide the Advisory Board with a system assessment as to the capacity, coverage, and utilization of the RCS;
15. *RCS Availability.* Assist the RCS Parties and Associates in working to ensure operational and technical availability of RCS features to all RCS Parties and Associates which support interactions and communications with other public safety systems.

The parties expressly acknowledge and agree that the Program Manager might resign, be terminated, be re-assigned, have its/his/her duties re-structured, or otherwise be "separated from duty" by being withdrawn from performing a portion of or all duties hereunder. In that event, the Advisory Board Chair shall act as interim Program Manager until the time that Williamson County designates a replacement permanent Program Manager. Within ten (10) days of separation from duty, the former Program Manager shall have the obligation to fully transfer to the interim Program Manager possession and control of all documents, budgets, inventory lists, standard operating procedures, RCS Infrastructure, and all items of personal property and real property related in any manner to this Agreement and to the RCS. Following such transfer, the former Program Manager shall be relieved of further obligations hereunder.

SECTION 9 **LEVEL OF SERVICES**

The Program Manager/Williamson County shall provide all RCS Parties and Associates with a level of service which is, at a minimum, in compliance with the service level objectives and system performance measurements attached hereto as Exhibit "B" and Exhibit "C" respectively.

SECTION 10 **RCS SYSTEM CAPACITY AND RCS SYSTEM LOAD**

The Program Manager/Williamson County shall be charged with the collection of trunked system radio traffic data. Data collected each month shall be such so that a statistically valid sample is obtained.

System loading data shall be collected and stored. The Program Manager/Williamson County shall consult with the Advisory Board regarding the most appropriate method of presentation. One such method can be a "channel activity" graph that illustrates the number of transactions on each channel. Another such method can be a traffic profile chart that includes, among other items, the calls per hour, duration of call, and calls per unit per hour. Such data shall be used to determine the Grade of Service, which shall be metric used to determine system performance in regards to the system's ability to adequately serve the users.

If the collected data, plotted on a monthly basis, indicates a trend where the GOS exceeds one percent (1%) and the queue (wait for a channel grant) time exceeds one (1) second over a period of three (3) consecutive months, steps shall be taken to increase capacity once any potential anomalous occurrences or conditions have been examined and adequately explained.

The Program Manager/Williamson County shall ensure that the proper system management processes are in place to maximize the system's capacity before trunked radio channel resources are added to the system.

In the event the RCS System Capacity is increased to meet the needs of an out-of-county RCS Associate, such out-of-county RCS Associate shall be solely responsible for all initial and

implementation costs, maintenance costs, operational costs, and recurring costs. Such costs shall not be included in the Annual Assessments apportioned to all RCS Parties and Associates.

SECTION 11
PARTY-OWNED ENHANCEMENTS, AND SYSTEM -OWNED
ENHANCEMENTS

Subsection 11.01: Party-owned Enhancements. A Party-owned Enhancement is defined as any addition to the RCS, such addition being owned by an RCS Party or Associate, that is designed and implemented to benefit a specific geographic coverage area(s) or specific agency and that does not necessarily benefit all RCS Parties and Associates, including the installation of IR Sites purchased and implemented by an RCS Party or Associate that serve to enhance a specific geographic coverage area but that are not designed to benefit all RCS Parties and/or Associates under normal daily operations. Such Party-owned Enhancement shall be paid for by the RCS Party or Associate implementing such Party-owned Enhancement. The RCS Party or Associate that implements such Party-owned Enhancement shall also be solely responsible for the design, implementation, operation, and recurring costs of such Party-owned Enhancement, and such costs shall not be included in the Annual Assessments apportioned to all RCS Parties and Associates. All infrastructure, equipment and/or frequencies added to the RCS by any RCS Party or Associate as a Party-owned Enhancement shall remain the property of the implementing RCS Party or Associate.

All Party-owned Enhancements must be compatible with existing RCS Infrastructure at the time a Party-owned Enhancement is implemented, and a Party-owned Enhancement shall not cause substantive interference or degradation of existing RCS services. In the event that it is determined that a Party-owned Enhancement does cause substantive interference or degradation of existing RCS services, such interference or degradation must be cured and fully resolved within twenty-four (24) hours of an RCS Party's or Associate's receipt of written notice from the Program Manager/Williamson County.

Subsection 11.02: System-owned Enhancement. A System-owned Enhancement is defined as any addition to the RCS, such addition being owned by the RCS itself, that benefits the RCS Parties and Associates overall, and shall include but not be limited to system-wide software upgrades, installation of new tower sites, and/or replacement of existing RCS Infrastructure Equipment. Notwithstanding anything contained herein to the contrary, all infrastructure and equipment added to the RCS as a System-owned Enhancement shall be considered the property of Williamson County. After the first five Fiscal Years of this Agreement when the annual Subscriber Unit Fee is frozen in accordance with Subsection 14.02 herein, all future operations costs, maintenance costs and the costs of a System-owned Enhancement shall be shared equitably based on the percentage of total Subscriber Unit allocations for each RCS Party and Associate, as more fully set forth in Section 14 herein.

Subsection 11.03: Determination of Party-owned Enhancement or System-owned Enhancement. Whenever an RCS Party or Associate desires to make an addition to the RCS, it

must first request that the Advisory Board issue a recommendation to the Program Manager/Williamson County on whether, in the opinion of the Advisory Board, such proposed addition should be deemed to be a Party-owned Enhancement or a System-owned Enhancement. Such recommendation from the Advisory Board shall be made based on a criteria set to be developed and periodically reviewed and amended by the Program Manager/Williamson County. Prior to the issuance of the Advisory Board's recommendation, the RCS Party or Associate proposing the addition shall be allowed to present, testify, and negotiate matters including but not limited to proportional benefit, establishment of current fair market value, projections of future increased RCS Operating Costs, projections of future value, appreciation and depreciation issues, and amount (if any) of costs to be recouped in the event of the RCS Party's or Associate's withdrawal from the RCS and this Agreement. Written notification of the Advisory Board's recommendation on to whether such proposed addition should be considered a Party-owned Enhancement or a System-owned Enhancement, and any associated details, shall be promptly given to the RCS Party or Associate proposing the addition and to the Program Manager/Williamson County. Following the Program Manager/Williamson County's receipt of the Advisory Board's recommendation, the Program Manager/Williamson County shall consider the recommendation and make the final determination as to whether the proposed addition will be deemed a Party-owned Enhancement or a System-owned Enhancement. Agreements regarding negotiated matters shall be reduced to a contractually-binding document. Nothing herein shall be deemed to require a proposing RCS Party or Associate to actually make any proposed addition.

Subsection 11.04: Number of Subscriber Units. All RCS Parties and Associates shall review and reconcile their Subscriber Unit counts with the Program Manager/Williamson County during each Annual System Assessment. Each RCS Party and Associate shall notify the Program Manager/Williamson County of any Subscriber Units that are being added to or removed from the RCS during a Fiscal Year. In order to assist in creating accurate Annual Assessments and Subscriber Unit Fees for each new Fiscal Year, each RCS Party and Associate shall notify the Program Manager/Williamson County of the projected Subscriber Unit increases/decreases on or before March 1st of each year.

SECTION 12 **OWNERSHIP AND OPERATION OF EQUIPMENT**

Subsection 12.01: CWICS Equipment. Ownership of all equipment currently belonging to CWICS, same having been purchased and maintained by CWICS prior to the execution of this Agreement, shall revert or otherwise be transferred to Williamson County upon execution of this Agreement, and same shall thereafter be deemed to be RCS Infrastructure Equipment. Each RCS Party hereby agrees to execute any documents or instruments necessary to transfer title and/or ownership of such CWIC's equipment and property to Williamson County. The parties to this Agreement expressly acknowledge and agree that this provision applies only to equipment and does not apply to any real property owned by any of the entities comprising CWICS.

Subsection 12.02: RCS Infrastructure Equipment at RCS Sites. RCS Infrastructure Equipment located at each RCS Prime Site(s), Backup Site(s) or that is being operated for the

benefit of all RCS Parties and Associates shall be available for use by all RCS Parties and Associates.

Subsection 12.03: Party-owned Enhancement Equipment. Equipment that is being operated to solely benefit one or more RCS Parties and/or Associates as a Party-owned Enhancement, whether such equipment be located at the RCS Prime Site(s), Backup Site(s) or at an RCS Party's location, shall be operated for the benefit of the implementing RCS Party or Associate that owns it, and it shall not be considered RCS Infrastructure Equipment. The costs associated with operating and maintaining such equipment shall be the sole responsibility of the RCS Party or Associate that owns and operates such equipment.

Subsection 12.04: Agency-specific Equipment. Dispatch facilities and field user equipment may be co-owned by two or more RCS Parties and/or Associates or purchased and owned separately by any RCS Party or Associate. Agency-specific Equipment includes but is not limited to consoles, recording equipment, furniture, telephones, 911 ANI/ALI consoles, and microwave or fiber lines. Such Agency-specific Equipment shall not be considered RCS Infrastructure Equipment and shall remain the sole responsibility of each RCS Party or Associate that purchases same.

Subsection 12.05: Inventory of RCS Infrastructure Equipment. A complete inventory of all RCS Infrastructure Equipment shall be kept current and shall be maintained by the RCS Program Manager/Williamson County. Such inventory of all RCS Infrastructure Equipment shall include an assessment of the condition of the inventory. Such inventory/condition report shall be made available for inspection to all RCS Parties and Associates.

SECTION 13 **DISPOSITION OF PROPERTY UPON WITHDRAWAL**

Subsection 13.01: Claims to RCS Infrastructure Property or Equipment Following Withdrawal or Termination. Notwithstanding anything contained herein to the contrary, upon the withdrawal or termination of an RCS Party or Associate in accordance with Section 18 herein, the withdrawing or terminated RCS Party or Associate shall have no claim to any RCS Infrastructure Equipment or any property, real or personal, that is owned by Williamson County or that becomes the property of Williamson County under this Agreement.

Subsection 13.02: Claims to Party-owned Enhancements Following Withdrawal or Termination. Withdrawing or terminated RCS Parties or Associates shall retain ownership of any Party-owned Enhancements which that RCS Party or Associate brought into the RCS or that have been transferred to the RCS Party or Associate by Williamson County. At the time of a RCS Party's or Associates withdrawal or termination, and prior to the removal of its Party-owned Enhancement, a system assessment shall be performed by the Advisory Board. Following the said system assessment, the Advisory Board shall issue an opinion to the Program Manager/Williamson County as to whether, in the Advisory Board's opinion, there is a likelihood of significant degradation or interruption of RCS services if such Party-owned Enhancement is removed from the RCS. The Program Manager/Williamson County shall, thereafter, review the Advisory Board's opinion and make a final determination on whether or

not there is a likelihood of significant degradation or interruption of RCS services. If significant degradation or interruption of services is deemed likely by the Program Manager/Williamson County, then and in that event the Program Manager/Williamson County, on behalf of the RCS, shall have the right to do the following: make a good-faith offer to the withdrawing or terminated RCS Party or Associate to purchase such Party-owned Enhancement at its then-current fair market value and in accordance with any agreement in place reached during negotiations under Subsection 11.03 herein, with the express understanding and agreement of both the RCS and the withdrawing or terminated RCS Party or Associate that same is an offer only and not an obligation to either buy or sell. In the event of an agreed sale, following such purchase by the RCS, the Party-owned Enhancement would thereafter be deemed to be a System-owned Enhancement. In the event that the withdrawing or terminated RCS Party or Associate does not elect to sell, then and in that event the withdrawing or terminated RCS Party or Associate shall have the obligation to reach a fair and equitable agreement with the RCS to allow appropriate co-use, lease or rental rights, or the like, along with appropriate compensation, of the Party-owned Enhancement.

SECTION 14 **COSTS**

Subsection 14.01: Definitions.

For purposes of this Agreement, the following terms shall have the meanings set forth herein:

1. **RCS Capital Costs** - The “RCS Capital Costs” shall mean all costs associated with (1) any improvements, additions or replacements of items that have an expected useful life of more than five years; and/or (2) System-owned Enhancements to the RCS occurring after the initial installation and implementation of the RCS. The term “RCS Capital Costs” shall not include Party-owned Enhancements, RCS Operating Costs, System Manager Costs, Program Manager Costs, and RCS System Costs. RCS Capital Costs are borne by Williamson County, and are not apportioned to or chargeable to the RCS Parties and Associates.

2. **RCS Operating Costs** - The “RCS Operating Costs” shall mean all costs incurred to operate the RCS, including but not limited to maintenance and operational costs relating to RCS Infrastructure Equipment and System-owned Enhancements, commodities costs, contractual costs, personnel costs, utility costs, security costs, lease payments, insurance costs and normal periodic maintenance, tuning, servicing, inspecting, parts replacement, repair and other similar activities intended to keep the RCS functioning efficiently and to maintain the useful life of the RCS and reduce the probability of failures. All RCS Operating Costs are, as required in this Agreement, included in each Annual Assessment and RCS Budget. Elements considered in the calculation of annual RCS Operating Costs are, among other data, annual system maintenance contracts, utilities, tower insurance, and system management fees. After the first five Fiscal Years following execution of this Agreement, the RCS Operating Costs are borne by the RCS Parties and Associates, and Williamson County shall apportion and charge same to the RCS Parties and Associates in accordance with this Agreement.

3. **RCS System Costs** - The "RCS System Costs" shall mean and include, but shall not be limited to, the cost of operation and maintenance of all RCS-owned equipment, the cost of any improvements, additions or replacements that have an expected useful life of five years or less, and/or the cost of administration in operating the RCS generally used each time a two-way Radio Frequency (RF) call is made on the RCS. All RCS System Costs are, as required in this Agreement, included in each Annual Assessment and RCS Budget. After the first five Fiscal Years following execution of this Agreement, the RCS System Costs are borne by the RCS Parties and Associates, and Williamson County shall apportion and charge same to the RCS Parties and Associates in accordance with this Agreement.

4. **System Manager Costs** - The "System Manager Costs" shall mean all reasonable and necessary costs incurred by the System Manager to support the RCS, including but not limited to professional services, wages, benefits, insurance, employment related taxes, employers' retirement contributions, telephone allowances, pagers, education and seminar fees, travel for training, mileage reimbursement, photographic supplies, developing and printing costs, educational materials, books, office supplies, computer supplies, computer software, small tools and minor equipment. All System Manager Costs are, as required in this Agreement, included in each Annual Assessment and RCS Budget. After the first five Fiscal Years following execution of this Agreement, the System Manager Costs are borne by the RCS Parties and Associates, and Williamson County shall apportion and charge same to the RCS Parties and Associates in accordance with this Agreement.

5. **Program Manager Costs** - The "Program Manager Costs" shall mean all reasonable and necessary costs incurred by the Program Manager to support the RCS, including but not limited to professional services, wages, benefits, insurance, employment related taxes, employers' retirement contributions, telephone allowances, pagers, education and seminar fees, travel for training, mileage reimbursement, photographic supplies, developing and printing costs, educational materials, books, office supplies, computer supplies, computer software, small tools and minor equipment. All Program Manager Costs are, as required in this Agreement, included in each Annual Assessment and RCS Budget. After the first five Fiscal Years following execution of this Agreement, the Program Manager Costs are borne by the RCS Parties and Associates, and Williamson County shall apportion and charge same to the RCS Parties and Associates in accordance with this Agreement.

Subsection 14.02: Cost for RCS Party or Associate to Participate in RCS During First Five Fiscal Years. For the first five Fiscal Years of this Agreement, beginning October 1, 2007, the only cost chargeable to RCS Parties and Associates is \$17.50 per Subscriber Unit per month in order for the RSC Party or Associate to gain and enjoy full participation in the RSC System. All parties expressly acknowledge and agree that the annual Subscriber Unit Fee shall, without exception, be frozen at \$17.50 per Subscriber Unit per month for the first five Fiscal Years of this Agreement, beginning October 1, 2007.

Subsection 14.03: Cost for RCS Party or Associate to Participate in RCS After the Expiration of First Five Fiscal Years. For all periods of time following the expiration of the first five Fiscal Years of this Agreement, the cost chargeable to RCS Parties and Associates in

order for the RCS Party or Associate to enjoy full participation in the RCS System shall be computed using the following definitions and methodology:

1. **Annual Assessment** - The "Annual Assessment" shall mean the total amount of RCS Operating Costs, System Manager Costs, Program Manager Costs, and RCS System Costs which are projected to be incurred and the amount of money projected to be expended during the next Fiscal Year, according to an itemized schedule prepared and presented to the Advisory Board by the Program Manager/Williamson County. The RCS Parties and Associates agree and acknowledge that the total amount of the Annual Assessment shall be adjusted (increased or decreased) each year following the initial first five Fiscal Years of this Agreement in order to annually reconcile the RCS Budget to the actual RCS Operating Costs, System Manager Costs, Program Manager Costs, and RCS System Costs.

2. **Subscriber Unit Fee** - The "Subscriber Unit Fee" shall mean the per radio unit cost which is chargeable to each RCS Party and Associate quarterly by Williamson County. The Subscriber Unit Fee is determined by dividing the Annual Assessment by the total number of Subscriber Units that each RCS Party and Associate will be using on the RCS in a specific Fiscal Year.

All parties expressly acknowledge and agree that no RCS Capital Costs will be apportioned to or borne by RCS Parties and Associates at any time during the term of this Agreement.

Subsection 14.04: Payment Instructions. The amounts due under this Agreement will be billed to the RCS Parties and Associates by the Program Manager/Williamson County on a quarterly basis. Invoices shall be paid to Williamson County within thirty (30) days from the date of receipt of the invoice. Interest charges for any late payments shall be paid in accordance with Texas Government Code Section 2251.025 (or as later amended): "The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday."

In the event that any discrepancy arises in relation to an invoice, the RCS Party or Associate which claims such discrepancy shall notify the Program Manager/Williamson County of such discrepancy. Following notification of such discrepancy as to an invoice, the RCS Party or Associate and Williamson County shall work in good faith to seek to resolve such discrepancy. Thereafter, the Program Manager/Williamson County shall re-submit a corrected or revised invoice, and the RCS Party or Associate shall pay same within thirty (30) days from the date of receipt of the corrected or revised invoice.

Subsection 14.05: Potential Increases in Subscriber Unit Fees. Following the first five Fiscal Years of this Agreement, during which time the annual Subscriber Unit Fees will have remained frozen at \$17.50 per Subscriber Unit per month, the annual Subscriber Unit Fee which is assessed for each Subscriber Unit may be increased by the Program Manager/Williamson County in an amount not to exceed ten percent (10%) per year per Subscriber Unit.

In the event that the Program Manager/Williamson County makes a determination that an increase is necessary which exceeds such ten percent (10%) limit, then and in that event the Program Manager/Williamson County shall submit the matter to the Advisory Board. After a hearing, the Advisory Board shall make known in written form its determination as to whether an increase above such ten percent (10%) limit is warranted and, if so, an appropriate percentage of increase to the Subscriber Unit Fee. Following receipt of such determination by the Advisory Board, the Williamson County Commissioner's Court shall set the actual amount of increase, if any. The Program Manager/Williamson County shall notify the RCS Parties and Associates of same.

Subsection 14.06: Additional Costs to RCS Parties and Associates for Non-RCS Infrastructure Equipment. Each RCS Party and Associate shall be solely responsible for all maintenance and other costs associated with its own dispatch facilities, field user equipment, telephone lines, microwave links, long distance telephone calls, mobile and portable equipment, any equipment not considered RCS Infrastructure Equipment under this Agreement, and any other such equipment that was acquired solely for the benefit of the individual RCS Party or Associate. If any equipment or other facilities are co-owned by RCS Parties and/or Associates, such parties shall be solely responsible for agreeing to a procedure for allocating maintenance costs between themselves.

Subsection 14.07: Costs to RCS Parties and Associates for Presenting Proposals. Any and all costs associated with a RCS Party's or Associate's proposal for adding enhancements to the RCS shall be borne by the RCS Party or Associate making such proposal whether or not such proposed enhancement is ultimately deemed a System-owned Enhancement in accordance with Subsection 11.03.

SECTION 15 **APPLICATION FOR PARTICIPATION BY OTHER ENTITIES**

Subsection 15.01: Limitation to Acceptance Based on RCS System Capacity. Except for the RCS Parties, no other entity may be accepted into the RCS unless and until there is sufficient RCS System Capacity to add additional Subscriber Units to the RCS, as determined by the Program Manager/Williamson County.

Subsection 15.02: Application to Become an RCS Associate. Any governmental or non-governmental entity satisfying FCC requirements to operate on a public safety radio system that desires to become an approved RCS Associate of the RCS must apply in writing to the Program Manager/Williamson County. The application must state the name of the entity applying, the type of use requested, the number of Subscriber Units to be used by the applicant, the quantity of each type of use, any encryption requirements, subscriber unit programming parameters, and all templates currently in use or proposed by the applicant. The applicant shall make a presentation regarding its application to the Advisory Board. The Advisory Board shall then review the application and make a recommendation to the Program Manager/Williamson County to approve or deny the applicant as an RCS Associate. The Program Manager/Williamson County shall

consider the Advisory Board's recommendation and all matters relating to such application and thereafter decide, at its sole discretion, to either approve or deny the application.

SECTION 16 **COMPLIANCE AND GOOD FAITH DEALING**

RCS Parties and Associates shall use the RCS in a manner consistent with the Standard Operating Procedures of the RCS, in compliance with all applicable FCC Rules and Regulations, and in compliance with all applicable federal, state, and local laws.

When dealing with RCS related problems or issues, RCS Parties and Associates shall utilize the Program Manager as the primary point of contact. RCS Parties and Associates shall work in good faith with the Program Manager/Williamson County to attempt to resolve problems relating to the operation of the RCS. RCS Parties and Associates shall be solely financially responsible for any FCC penalties or fines or any other type of financial encumbrance caused by the actions of that specific RCS Party or Associate. .

SECTION 17 **FUNDING PROVISIONS**

Subsection 17.01: Funding. RCS Parties and Associates specifically acknowledge that funding for each RCS Party's and Associate's Subscriber Unit Fees, as well as any other amounts that become rightfully due under this Agreement, shall be processed and appropriated through the budgeting process of each RCS Party's and Associate's governing body. Purchase costs of the actual Subscriber Units shall be the responsibility of each individual RCS Party and Associate.

Subsection 17.02: Failure to appropriate. On or before July 1st of each year, each RCS Party and Associate must give written notification to the Program Manager/Williamson County of its intent to appropriate its Subscriber Unit Fees. Following its governing body's formal appropriation of such Subscriber Unit Fees, each RCS Party and Associate shall provide the Program Manager/Williamson County with written documentation evidencing its formal appropriation. In the event that an RCS Party's or Associate's governing body fails to appropriate the necessary funds at the beginning of its fiscal year, such RCS Party or Associate may be considered to be in material breach of this Agreement and may be subject to termination as set forth herein in Subsection 18.03.

Subsection 17.03: Remedies Available to Address Underfunding. If any RCS Party or Associate pays less than the total amount of its Subscriber Unit Fees or any other fee that may become lawfully due under this Agreement, for any Fiscal Year or portion of a Fiscal

Year, the Program Manager/Williamson County may take one or more of the following actions:

1. Notice of Underfunding - Send the Underfunding RCS Party or Associate a notice stating the amount of underpayment, and request payment within thirty (30) days from the date of receipt of said notice;
2. Suspension of Services - Suspend radio services on the RCS to the Underfunding RCS Party or Associate until such time as payment for services has been received in full; and/or
3. Termination of Participation - With approval from the Williamson County Commissioner's Court, the Program Manager/Williamson County may terminate the Underfunding RCS Party or Associate as to participation in the RCS under this Agreement. In such event, the procedures for termination must be followed which are set forth herein in Subsection 18.03.

SECTION 18 **WITHDRAWAL; BREACH AND TERMINATION**

Subsection 18.01: Right to Withdraw. Any RCS Party or Associate has the right to withdraw from this Agreement and the RCS by providing express written notice of its decision to withdraw to the Advisory Board, the Program Manager/Williamson County, and to all other RCS Parties and Associates at least one hundred eighty (180) days prior to its projected withdrawal date. Any withdrawing RCS Party or Associate shall remain obligated to pay all costs and fees which were lawfully incurred by such RCS Party or Associate prior to the date of its withdrawal.

Subsection 18.02: Incidents of Breach. A breach of this Agreement shall include, but not be limited to, the following:

1. **Failure to Make Payment.** Failure of an RCS Party or Associate to appropriate or timely pay its Subscriber Unit Fees, or any other fee that may become lawfully due under this Agreement;
2. **Substantive or Knowing Violation of FCC Rules.** Any substantive or knowing violation of FCC rules and regulations by an RCS Party or Associate, as determined by the FCC and/or the Program Manager/Williamson County;
3. **Violation of Standard Operating Procedures.** Egregious or repeated violations of the RCS Standard Operating Procedures by a RCS Party or Associate, as determined by the Program Manager/Williamson County. For purposes of this Agreement, egregious or repeated violations shall be deemed to have occurred when an RCS Party or Associate violates, on three (3) separate occasions, the same or similar RCS Standard Operating Procedure;

4. **Inappropriate Use.** Use of the RCS by an RCS Party or Associate, which use is determined to be inappropriate by the Program Manager/Williamson County and/or the Advisory Board;
5. **Failure to Make Penalty Payment.** Failure of an RCS Party or Associate to pay FCC penalties or fines legally attributable to it, which fines resulted solely from its actions;
6. **Adverse Impact.** Any other substantial action or omission that has a material adverse impact on the operation and maintenance of the RCS, as determined by the Program Manager/Williamson County and/or the Advisory Board; and/or
7. **Non-compliance with Terms and Conditions of this Agreement.** The knowing failure of an RCS Party or Associate to substantially comply with the terms and conditions of this Agreement and/or any subsequent adopted amendments to this Agreement.

Subsection 18.03: Notice of Breach and Termination. The decision to exercise the rights and remedies granted by this Section 18 must be approved in writing, in advance, by the Williamson County Commissioner's Court. If an RCS Party or Associate commits a breach as delineated in Subsection 18.02, the Program Manager/Williamson County shall deliver written notice of such breach to the breaching RCS Party or Associate. Such notice must specify the nature of the breach and inform the breaching RCS Party or Associate that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching RCS Party or Associate under this Section 18. If the breaching RCS Party or Associate begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by the Program Manager/Williamson County, so long as the breaching RCS Party or Associate continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. If, in the opinion of the Program Manager/Williamson County, the breaching RCS Party or Associate does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, the breaching RCS Party or Associate shall be deemed to be in breach and the Program Manager/Williamson County may deliver written notice to the breaching RCS Party or Associate which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching RCS Party or Associate;
3. Notice of any financial responsibility incurred by the RCS due to the acts of the breaching RCS Party or Associate;
4. Description of the failure of the breaching RCS Party or Associate to cure timely;

5. Statement that the RCS Party's or Associate's use of the RCS shall be terminated;
and
6. Effective date of the termination of the RCS Party or Associate.

Following the effective date of termination of an RCS Party or Associate, such terminated RCS Party or Associate shall immediately cease and desist from any further use of the RCS. The terminated RCS Party or Associate may be subject to "System Lock-out" whereby its use of the RCS shall be restricted via the alias database management tools. The Program Manager, System Manager, Williamson County and the remaining RCS Parties and Associates shall not be liable for any damages that may arise due to the locking out of a terminated RCS Party or Associate. A terminated RCS Party or Associate shall remain obligated to pay all costs and fees that were lawfully incurred by such RCS Party or Associate prior to the date of its termination.

Section 18.04: Failure to Ratify. In the event that a governing body of any RCS Party or Associate fails to ratify and execute this Agreement or any subsequent amendments that are adopted in accordance with the terms of this Agreement, such RCS Party or Associate may, at the discretion of the Program Manager/Williamson County, be restricted or suspended from using the RCS until such time as approval and/or ratification is obtained.

SECTION 19 **LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE PROGRAM MANAGER OR WILLIAMSON COUNTY, INCLUDING THEIR AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES, BE LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE ATTRIBUTABLE TO THE ACTS, OMISSIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR MISREPRESENTATIONS BY ANY RCS PARTY OR ASSOCIATE, OR THEIR DIRECTORS, EMPLOYEES OR AGENTS. IN NO EVENT SHALL THE PROGRAM MANAGER OR WILLIAMSON COUNTY BE LIABLE TO ANY RCS PARTY OR ASSOCIATE, BY REASON OF ANY ACT OR OMISSION RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER A CLAIM BE IN TORT, CONTRACT OR OTHERWISE, (A) FOR ANY CONSEQUENTIAL, INDIRECT, LOST PROFIT, PUNITIVE, SPECIAL OR SIMILAR DAMAGES RELATING TO OR ARISING FROM THE SERVICES, OR (B) IN ANY EVENT, IN THE AGGREGATE, FOR ANY AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY ANY RCS PARTY OR ASSOCIATE UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT DETERMINED TO HAVE RESULTED FROM THE PROGRAM MANAGER'S OR WILLIAMSON COUNTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT ACTS RELATING TO THE SERVICES PROVIDED FOR HEREUNDER.

SECTION 20 **MISCELLANEOUS PROVISIONS**

Subsection 20.01: Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions,

and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.

Subsection 20.02: Construction. Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

Subsection 20.03: Incorporation of Exhibits and Attachments. All of the exhibits and attachments referred to in this Agreement are incorporated by reference as if set forth herein verbatim.

Subsection 20.04: No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any RCS Party or Associate, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each RCS Party and Associate does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Subsection 20.05: Choice of Law; Jurisdiction and Venue. This Agreement shall be performable in Williamson County, Texas. This Agreement and all of the rights and obligations of the RCS Parties and Associates and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without reference to its conflicts of law provisions. Williamson County shall be the sole place of jurisdiction and venue for any legal action arising from or related to this Agreement.

Subsection 20.06: Assignment. Except as otherwise provided in this Agreement, the rights and duties of the Program Manager, System Manager, Williamson County and the RCS Parties and Associates may not be assigned or delegated without the prior written consent of all the RCS Parties. Any authorized assignment or delegation of such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the RCS Parties and Associates.

Subsection 20.07: No Personal Benefit. No party to this Agreement intends to (1) benefit any person who is not either named as an RCS Party or otherwise added as an RCS Associate; (2) assume any special duty to supervise the operations of another RCS Party or Associate; (3) provide for the safety of any specific person; or (4) assume any other duty other than that imposed by this Agreement and general law.

Subsection 20.08: Notice. Any notice given hereunder shall be in writing, and shall be delivered by personal delivery, or by registered or certified mail, with return receipt requested, at the address of the respective parties indicated below:

Program Manager/System Manager
c/o: Ron Winch
321 W. 8th Street
Georgetown, Texas 78626

RCS Advisory Board
c/o: _____
_____, Texas _____

Williamson County
c/o: Williamson County Judge
301 S.E. Inner Loop, Suite 109
Georgetown, Texas 78626

City of Georgetown:
c/o: Mayor's Office
600 Main Street
Georgetown, Texas 78626

City of Round Rock
c/o: Mayor's Office
221 East Main Street
Round Rock, Texas 78664

City Of Cedar Park
c/o: Mayor's Office
600 North Bell Blvd.
Cedar Park, Texas 78613

City of Hutto
c/o: Mayor's Office
Post Office Box 639
401 West Front Street
Hutto, Texas 78634

With a copy to:

Williamson County ESD #3
c/o: _____
_____, Texas _____

The above addresses for notice may be changed at any time by delivering written notice of change to the Program Manager/Williamson County, the Advisory Board, and to all RCS Parties in accordance with the notice requirements of this Subsection 20.08 and elsewhere in this Agreement.

Subsection 20.09: Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The

headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Subsection 20.10: Attorneys Fees. In any lawsuit concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party, plus out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

Subsection 20.11: Compliance with Applicable Laws. All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority. Nothing in this Agreement is intended to conflict with any RCS Party's or Associate's zoning, franchise, or health and safety authority.

Subsection 20.12: Dispute Resolution. Should dispute arise between any parties to this Agreement concerning the terms of this Agreement, the dispute shall be first presented for resolution to the Advisory Board. If the Advisory Board cannot timely resolve the issue, the Advisory Board shall then recommend that the Program Manager/Williamson County retain a certified mediator to attempt to mediate a resolution to the conflict. Any costs of mediation will be shared equally by parties involved in the dispute subject of the mediation. If a resolution cannot be obtained through such mediation, the parties may then litigate the dispute in a court of competent jurisdiction.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

Subsection 20.13: Abatement of Costs. RCS Parties and Associates shall not be entitled to any damages, nor to any abatement or reduction of its Subscriber Unit Fees for any repairs, alterations, additions or temporary failures of the RCS.

Subsection 20.14: Independent Relationships. The RCS Parties, RCS Associates, Program Manager, System Manager and Williamson County shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

Subsection 20.15: Execution in Multiple Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all RCS Parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.

Subsection 20.16: Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all other oral and/or written negotiations, agreements, and understandings of every kind. The parties understand, agree, and declare that no

promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands on this _____ day of _____, 200__.

WILLIAMSON COUNTY

ATTEST:

By: _____
DAN A. GATTIS,
Williamson County Judge

By: _____
NANCY RISTER,
Williamson County Clerk

CITY OF ROUND ROCK

ATTEST:

By: _____
NYLE MAXWELL, Mayor
Round Rock, Texas

By: _____
SARA WHITE,
City Secretary
Round Rock, Texas

CITY OF GEORGETOWN

ATTEST:

By: _____
GARY NELON, Mayor
Georgetown, Texas

By: _____
SANDRA LEE, City Secretary
Georgetown, Texas

CITY OF CEDAR PARK

ATTEST:

By: _____
BOB LEMON, Mayor
Cedar Park, Texas

By: _____
LeANN QUINN,
City Secretary
Cedar Park, Texas

CITY OF HUTTO

ATTEST:

By: _____
KEN LOVE, Mayor
Hutto, Texas

By: _____
DEBBIE CHELF, City Secretary
Hutto, Texas

WILLIAMSON COUNTY ESD #3

ATTEST:

By: _____
_____, President

_____, Board Secretary
of Williamson County ESD #3

Exhibit A – Williamson County Radio Communications System
User Advisory Board Organization

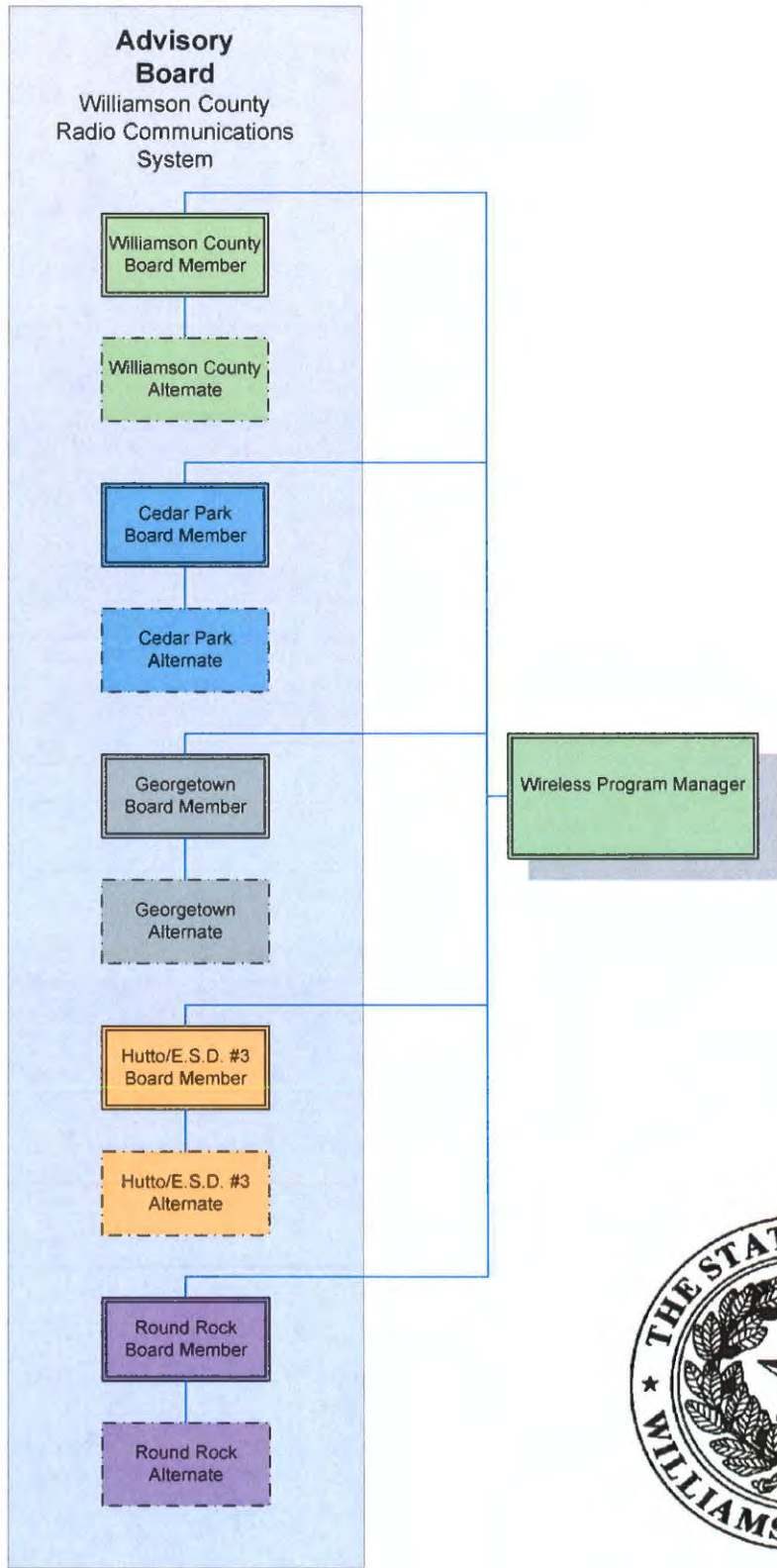


Exhibit B – Initial Service Level Objectives

The Williamson County Radio Communications System (RCS) has been designed and engineered to provide an extremely high level of service to users. System reliability, coverage, availability, implementation, and maintenance will continue to be focused on providing high quality, public safety grade service to all users.

System loading is one key characteristic of measuring a system's effectiveness as well as the need to plan for expansion should loading and traffic patterns suggest that the system infrastructure is approaching a saturation point.

Measurement of loading is done by a Grade of Service, where Grade of Service is the probability of a user being "blocked" or delayed access to a trunked radio channel resource for more than a specified time interval measured. The "Busy Hour" is defined as the hour within a 24 hour period that has the highest average traffic load, averaged over a statistically significant number of days.

Through advance, long-range planning and ongoing assessment of current system loading, forecasted growth in population and radio users, and technological developments, the RCS Program Manager will responsibly and methodically plan for keeping the communications system infrastructure at a level that will continually meet or exceed the reasonably foreseeable demands of the system and the users that it supports.

If the collected traffic data, plotted on a monthly basis, indicates a trend where the GOS exceeds 1% and the queue (wait for a channel grant) time exceeds 1 second over a period of three consecutive months, steps shall be taken to increase capacity once any potential anomalous occurrences or conditions have been examined and explained. Clearly, it is desirable that *no* busy signals will be received by a public safety user at any point, and it is equally clear that no system can be designed that will assure that no busy signal will ever be received during an extraordinary event.

As such, the RCS Program Manager will continuously and proactively monitor system performance, actual measured growth and system demand over time, and anticipated growth in users and population, and all other known factors affecting system loading and performance. This monitoring will be an integral part of system planning, and plans will be in place well in advance of need for system expansion, to allow for orderly funding processes and lead time for development of system expansion, be it for equipment acquisition and construction to any needed land acquisition and development or other factors.

Funding needs and availability will be identified and communicated in a timely manner to allow Williamson County to have adequate time for identifying and securing funding, and to identify any potential funding impacts on RCS Parties and Associates. Additionally, the RCS Program Manager will maintain awareness of obsolescence or dates for manufacturer abandonment of

support of infrastructure components and subscriber equipment, and will advise all RCS Parties and Associates of any such dates in order to provide adequate advance notice to RCS Parties and Associates for anticipated financial obligations on their parts for subscriber equipment or any other user-owned equipment.

Service measurements will continue to be honed through the system life-cycle, based upon recommendations from the Advisory Board to the RCS Program Manger. Ongoing monitoring of system performance measurements and adoption of baseline data will allow the management of system capacity and performance to be defined to a more granular level and more precisely monitored and measured throughout the life of the system.

Worth noting is that Williamson County, as the largest single user of the system and having coverage requirements over the entire county, has a high degree of interest of ensuring that coverage and capacity of the radio system is comprehensive, complete, and adequate at all times.

No unconditional guarantees of operability are implied or provided. Furthermore, no unconditional guarantees of funding availability are implied or can be provided. However, all RCS Parties and Associates agree to make all reasonable efforts to secure and provide funding, as defined elsewhere in the Agreement, consistent with the goals and measurements provide herein.

Exhibit C – System Performance Measurements

The Williamson County Radio Communications System (RCS) will be measured as to effectiveness and capacity on an ongoing basis. Optimal service and capacity levels will continue to be refined through the life of the system, as defined by the RCS Program Manager, based upon his/her expertise and experience, and with the advice and recommendations of the Advisory Board.

Measurement factors will include:

Measured Item	Metric
System busy signals	<ul style="list-style-type: none"> • Number of busy signals received by hour/day
Subscriber units	<ul style="list-style-type: none"> • Total number, and number per channel pair
Coverage	<ul style="list-style-type: none"> • Signal strength measurements • Propagation modeling • Population density overlays
System Loading	<ul style="list-style-type: none"> • Percentage of time per hour that a radio transmission (base or mobile) is taking place per radio frequency pair • By hour, by day

Other measurements will likely be identified as appropriate throughout the life-cycle of the system, and will be adopted as appropriate by the RCS Program Manager with the advice of the Advisory Board, and refined as appropriate.

Commissioners Court - Regular Session

49.

Meeting Date: 12/05/2023

Approval of Purchase of Body Worn Camera, License, and Accessory Upgrades from GTS Technology Solutions for Information Systems

Submitted For: Joy Simonton

Submitted By: Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Purchase #202480 for upgrades to bodyworn cameras, licenses, and accessories from GTS Technology Solutions for the amount of \$102,953.02, pursuant to DIR contract #DIR-CPO-4697.

Background

Approval of this item will support Information Systems. This is a planned, scheduled upgrade of existing bodyworn cameras, licenses and accessories for law enforcement personnel. Funding source is 01.0100.0503.003008 as per FY24 budget. Department contact is Richard Semple.

Fiscal Impact

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

Attachments

GTS BWC Upgrades Redacted
GTS BWC Form 1295

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Misty Brooks
Final Approval Date: 11/29/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/29/2023 01:53 PM
11/29/2023 04:10 PM
Started On: 11/20/2023 11:13 AM



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

Quote

Quote #: [REDACTED]
Date: 11/15/2023
Delivery Date:
Expire Date: 12/15/2023
Customer ID: [REDACTED]
Sales Contact: Jacob Jiongo

QUOTE FOR:	SHIP TO:
Williamson County	Williamson County

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Scott Sizemore
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	WV-BWC4000: I-PRO AMERICAS INC. : BWC4000 CAMERA (INCL KCLICK FAST MOUNTING STUD) NOTE: MSRP \$1180.00	DIR-CPO-4697	60.00	EACH	\$842.77	\$50,566.20
2	WV-BWC40D1A: I-PRO AMERICAS INC. : I-PRO BWC4000 SINGLE DOCKING CHARGER STATION NOTE: MSRP \$290.00	DIR-CPO-4697	60.00	EACH	\$223.29	\$13,397.40
3	WV-BWC40D8: I-PRO AMERICAS INC. : i-PRO BWC4000 8-BAY DOCKING AND CHARGING STATION W/O AC ADAPTER NOTE: MSRP \$2000.00	DIR-CPO-4697	2.00	EACH	\$1,645.31	\$3,290.62
4	IPS-BWC4-MNT-KIT: I-PRO AMERICAS INC. : IPS-BWC-MNT-BELTC,IPS-BWC-MNT-XMAG, IPS-BWC-MNT-MOLLE,IPS-BWC-MNT-VEST, IPS-BWC-MNT-STUD NOTE: MSRP \$160.00	DIR-CPO-4697	60.00	EACH	\$125.50	\$7,530.00
5	IPS-BWC-UDE-OP3: I-PRO AMERICAS INC. : i-PRO BWC UDE ON-PREMISE DEVICE LICENSE FOR 3 YEARS, INCL. DEVICE MANAGEMENT, LIVE STREAMING AND REDACTION. SERVICE ENTITLEMENTS: BWC INITIAL CONFIGURATION, 24X7 HELP DESK, SOFTWARE MAINTENANCE AND SUPPORT. NOTE: MSRP \$450.00	DIR-CPO-4697	60.00	EACH	\$344.66	\$20,679.60
6	IPS-BWC4-WTY-3Y: I-PRO AMERICAS INC. : I-PRO BWC4000 CAMERA 3-YEAR ACCIDENTAL DAMAGE COVERAGE WITH ADVANCED REPLACEMENT FOR CAMERA BODY ONLY. NOTE: MSRP \$150.00	DIR-CPO-4697	60.00	EACH	\$124.82	\$7,489.20



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

Quote

Quote #: [REDACTED]
Date: 11/15/2023
Delivery Date:
Expire Date: 12/15/2023
Customer ID: [REDACTED]
Sales Contact: Jacob Jiongo

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

	Total Weight (EACH):	0	Sales Total:	\$102,953.02
	Total Volume (EACH):	0	Freight & Misc.:	\$0.00
<i>Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.</i>			Tax Total:	\$0.00
			Total (USD):	\$102,953.02

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GTS Technology Solutions, Inc.
Austin, TX United States

Certificate Number:
2023-1095680

Date Filed:
11/16/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Agreement # 202480
BWC4000 camera upgrades for law enforcement DIR contract 4697/ agreement # 202480

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Grant, Laura	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Ashley Ambroso, and my date of birth is [REDACTED].

My address is 9211 Waterford Centre Blvd. Ste 275, Austin, TX, 78758, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 16 day of November, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2023-1095680

Date Filed:
11/16/2023

Date Acknowledged:
11/16/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
GTS Technology Solutions, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Agreement # 202480
BWC4000 camera upgrades for law enforcement DIR contract 4697/ agreement # 202480

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Grant, Laura	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

50.

Meeting Date: 12/05/2023

Approval of Purchase of Forescout Annual Subscription/Maintenance from FreeIT Data Solutions, Inc. for Information Systems

Submitted For: Joy Simonton

Submitted By: Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Purchase #202481 for Forescout annual subscription/maintenance from FreeIT Data Solutions, Inc. in the amount of \$112,475.62, pursuant to DIR contract #DIR-TSO-4288.

Background

Approval of this item will support countywide operations. Forescout software will allow Information Systems to monitor security of any device that is connected to the county network and will let operations block or configure requirements for those devices on the network. Budget has reviewed this purchase. This expenditure will be charged to 01.0100.0503.004505 for FY24. Department contact is Rory Tierney. Form 1295 is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

FreeIT Forescout Purchase
Form 1295 FreeIT Data Solutions, Inc.

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Misty Brooks
Final Approval Date: 11/29/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/29/2023 04:12 PM
11/29/2023 04:13 PM
Started On: 11/27/2023 11:14 AM



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

Williamson County
 Rory Tierney
 301 SE Inner Loop Suite 105
 Georgetown, TX 78626
 (512) 943-1457
 rory.tierney@wilco.org

Quote Number: ██████████
Quote Date: 11/13/2023
Expiration Date: 12/13/2023

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

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

Qty	Part Number	Description	Unit Price	Ext Price
Forescout - Coterm				
Subscription				
65	FS-LIC-TERM-A-SIGHT-CONTROL-100-1	Forescout eyeSight and eyeControl Term License for 100 endpoints - 1 Year Term with ActiveCare Advanced	\$1,003.89	\$65,252.85
65	FS-LIC-TERM-A-RECOVER-100-1	Forescout eyeRecover Term License for 100 endpoints - 1 Year Term with ActiveCare Advanced	\$0.00	\$0.00
65	FS-LIC-TERM-A-ECO-100-1	Forescout eyeExtend Ecosystem Term License for 100 endpoints - 1 Year Term with ActiveCare Advanced	\$433.41	\$28,171.65
65	FS-LIC-TERM-A-MOD-CONNECT-100-1	Forescout eyeExtend Connect Term License for 100 endpoints with Connect Apps - 1 Year Term with ActiveCare Advanced Subscription Period: 02/24/2024 - 02/23/2025	\$0.00	\$0.00
22	FS-LIC-TERM-A-SIGHT-CONTROL-100-1	Forescout eyeSight and eyeControl Term License for 100 endpoints - with ActiveCare Advanced	\$604.83	\$13,306.26
22	FS-LIC-TERM-A-RECOVER-100-1	Forescout eyeRecover Term License for 100 endpoints - with ActiveCare Advanced	\$0.00	\$0.00
22	FS-LIC-TERM-A-ECO-100-1	Forescout eyeExtend Ecosystem Term License for 100 endpoints - with ActiveCare Advanced	\$261.13	\$5,744.86
22	FS-LIC-TERM-A-MOD-CONNECT-100-1	Forescout eyeExtend Connect Term License for 100 endpoints with Connect Apps - with ActiveCare Advanced Subscription Period: 07/19/2024 - 02/23/2025	\$0.00	\$0.00
			List Total:	\$203,779.49
			DIR Discounted Total:	\$199,703.93
			Shipping and Tax not applicable:	\$0.00
			Additional Discount:	(\$87,228.31)
			Grand Total:	\$112,475.62

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2023-1097673

Date Filed:
11/27/2023

Date Acknowledged:
11/27/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Freeit Data Solutions, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
202481
Forescout Annual Subscription/Annual Renewal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Orchid, Wayne	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2023-1097673

Date Filed:
 11/27/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Freeit Data Solutions, Inc.
 Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 202481
 Forescout Annual Subscription/Annual Renewal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Orchid, Wayne	Austin, TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Dulari von Christierson, and my date of birth is [REDACTED].

My address is 900 East 6th Street, Suite 102, Austin, TX, 78702, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 27 day of November, 2023.
(month) (year)



 Signature of authorized agent of contracting business entity (Declarant)

Commissioners Court - Regular Session

51.

Meeting Date: 12/05/2023

Approval of SHARP Phase II Multifunction Device Lease Schedule for Information Systems Department

Submitted For: Joy Simonton

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Phase II Lease Schedule of Managed Print Copier Services and Multifunction Devices (Copy/Print/Scan) through Sharp Electronics Corporation pursuant to contract RFP #22RFP85 for Managed Print and Copier Services previously awarded on 6/21/2022.

Background

The Commissioner’s Court awarded RFP#22RFP85 for Managed Print and Copier Services to Sharp Electronics Corporation on 6/21/22. The Purchasing Department’s recommended lease consolidation strategy was approved by the Commissioner’s Court on 8/2/22.

Phases of devices each year can be consolidated into this lease program and have been identified as those machines that have expiring leases or are new to the inventory in the current FY. A multi-phased approach will be used for this project over several budget cycles. Total consolidation will likely take through the fall of 2029, at which time Williamson County can issue one solicitation for all devices.

Approval of this Phase II lease schedule supports countywide operations with Managed Print and Copier Service devices. The list of devices is attached detailing location, department and device for the first consolidated grouping. All scheduled devices have been budgeted for FY 24. The consolidation strategy results in an average savings of \$60/month/device in lease costs. The county currently leases over 100 multi-function devices. The consolidation also reduces contract administration time for staff.

The solicitation award, the vendor response and DIR Contract #DIR-CPO-4433 outline the lease and service terms. The length of the device leases shall be sixty-months (60) with two, optional twelve-month (12) renewals. Unlimited black and white and color outputs, consumables and maintenance are included. Expenditures for device leasing spans various departments. The Department points of contact are Joy Simonton and Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

- Phase 1 Devices
- Phase 2 Devices
- SHARP Transition schedule
- SHARP Device options
- SHARP Texas contract
- SHARP DIR contract
- Form 1295 - SHARP

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/30/2023 10:25 AM

County Judge Exec Asst.
Form Started By: Kerstin Hancock
Final Approval Date: 11/30/2023

Becky Pruitt

11/30/2023 10:31 AM
Started On: 11/15/2023 11:36 AM

Williamson County Phase II Lease Schedule
 Countywide Multifunction Device Rollout (Copy/Print/Scan)

Confirmed	SN Ticket Received	Facility #	Cost Center	Facility Name	Street Address	City	Department Name	Room	Department Contact	Contact E-mail	Contact Telephone	Current Make	Current Model	Serial #	Owned or Leased	Expire Date	Notes	Sharp Replacement Model	New Lease Monthly	Lease Start Date	FY 24 # of Months	TOTAL SPEND FY 24
		1026	01.0200.0210.004621	Central Maintenance Facility	3151 SE Inner Loop	Georgetown	Road & Bridge (Unified Road)		Jennifer Favreau	jennifer.favreau@wilco.org	512-943-3362	SHARP	4071	95098092	Leased	05/31/23		BP-70C31	\$135.33	1/1/2024	9	\$1,217.97
		1026	01.0200.0210.004621	Central Maintenance Facility	3151 SE Inner Loop	Georgetown	Road & Bridge (Unified Road)		Jennifer Favreau	jennifer.favreau@wilco.org	512-943-3362	SHARP	4071	95098782	Leased	05/31/23		BP-70C31	\$135.33	1/1/2024	9	\$1,217.97
		1026	01.0200.0210.004621	Central Maintenance Facility	3151 SE Inner Loop	Georgetown	Road & Bridge (Unified Road)		Jennifer Favreau	jennifer.favreau@wilco.org	512-943-3362	SHARP	4071	9300655X	Leased	03/31/24		BP-70C31	\$135.33	4/1/2024	6	\$811.98
		1009	01-0100-0475-004621	Justice Center	405 MLK	Georgetown	County Attorney		Stephanie Lloyd	sllloyd@wilco.org	512-943-1116	SHARP	M4071	95024768	Leased	11/30/23		BP-70C31	\$135.33	1/1/2024	9	\$1,217.97
		1009	01-0100-0475-004621	Justice Center	405 MLK	Georgetown	County Attorney		Stephanie Lloyd	sllloyd@wilco.org	512-943-1116	SHARP	M6071	95044988	Leased	11/30/23		BP-70C31	\$135.33	1/1/2024	9	\$1,217.97
		1009	01-0100-0475-004621	Justice Center	405 MLK	Georgetown	County Attorney		Stephanie Lloyd	sllloyd@wilco.org	512-943-1116	SHARP	M6071	95043370	Leased	02/29/24		BP-70C65	\$182.94	3/1/2024	7	\$1,280.58
		1008	01-0100-0560-004621	Sheriff Administration	508 South Rock Street	Georgetown	Sheriff CID Main		Mary Johnson	mjohnson@wilco.org	512-943-1313	SHARP	3571	95107859	Leased	12/31/23		BP-70C65	\$182.94	1/1/2024	9	\$1,646.46
		1009	01-0100-0428-004621	Justice Center	405 MLK	Georgetown	County Court at Law 3	2nd Floor	Diana Jackson	diana.jackson@wilco.org	512-943-1162	SHARP	M4051	95023098	Leased	01/31/24		BP-70C31	\$135.33	2/1/2024	8	\$1,082.64
		1048	01-0100-0454-004621	JP 4	311 W. 6th Street	Taylor	JP 4		Veronica Bolander	vbolander@wilco.org	512-352-4106	SHARP	M3051	3021710	Leased	01/31/24		BP-70C65	\$182.94	2/1/2024	8	\$1,463.52
		1048	01-0100-0454-004621	JP 4	311 W. 6th Street	Taylor	JP 4		Veronica Bolander	vbolander@wilco.org	512-352-4106	SHARP	M3071	0301839X	Leased	01/31/24		BP-70C65	\$182.94	2/1/2024	8	\$1,463.52
			01.0100.054.003010	EMS	3189 SW Inner Loop	Georgetown	EMS	Karen's Office	Jessica Toothman	jessica.toothman@wilco.org	512-943-1283			3034663	Leased	7/31/2024		BP-70C65	\$182.94	8/1/2024	2	\$365.88
			01.0100.054.003010	EMS	3189 SW Inner Loop	Georgetown	EMS	Office 252	Jessica Toothman	jessica.toothman@wilco.org	512-943-1283						New	BP-70C65	\$182.94	8/1/2024	2	\$365.88
			01.0100.0570.004621	Williamson County Jail	306 West 4th Street	Georgetown	Corrections	Classification - 1 st Floor North	Abigail Taylor	ataylor@wilco.org	512-943-1343						New	MX-C507F	\$105.92	11/1/2023	11	\$1,165.12
			01.0100.0570.004621	Williamson County Jail	306 West 4th Street	Georgetown	Corrections	Grievance/Disciplinary/Fire Safety - 2 nd Floor South	Abigail Taylor	ataylor@wilco.org	512-943-1343						New	MX-C507F	\$105.92	11/1/2023	11	\$1,165.12
			01.00.0453.004621	JP 3		Georgetown	JP 3		Cherie Vasquez	cherie.vasquez@wilco.org	512-943-1508			Equip ID 00450, S/N RE007739	Leased	9/30/2023		BP-70C65	\$182.94	11/1/2023	11	\$2,012.34
			01.0100.0453.004621	JP 3		Georgetown	JP 3		Cherie Vasquez	cherie.vasquez@wilco.org	512-943-1508			Equip ID 00451, S/N 03027414	Leased	9/30/2023		MX-C507F	\$105.92	11/1/2023	11	\$1,165.12
			01-0100-0581-004621	Emergency Services	911 Tracy Chambers Lane	Georgetown	Emergency Services		Damaris Morales	damaris.morales@wilco.org	512-864-8248			2HU00713	Leased	12/31/2023		BP-70C65	\$182.94	1/1/2024	9	\$1,646.46
			01-0100-0560-4621	Law Enforcement		Georgetown	Law Enforcement	Internal Affairs	Starla Hall	starlahall@wilco.org	512-943-5270			JPHG346265	Leased			MX-C507F	\$105.92	11/1/2023	11	\$1,165.12
			01-0100-0560-4621	Law Enforcement		Georgetown	Law Enforcement	Data Entry	Starla Hall	starlahall@wilco.org	512-943-5270						New	MX-C507F	\$105.92	11/1/2023	11	\$1,165.12
			01-0100-0560-4621	Law Enforcement		Georgetown	Law Enforcement	Cody Johnson	Starla Hall	starlahall@wilco.org	512-943-5270						New	MX-C507F	\$105.92	11/1/2023	11	\$1,165.12
			01-0100-0560-4621	Law Enforcement		Georgetown	Law Enforcement	Sexual Offender Registrar	Starla Hall	starlahall@wilco.org	512-943-5270						New	MX-C507F	\$105.92	11/1/2023	11	\$1,165.12
				Misty Cordero-Pierce	Round Rock Annex	Round Rock	Veterans Services	V125	Misty Cordero-Pierce	misty.cordero-pierce@wilco.org	512-943-1901						New	BP-70C31	\$135.33	10/16/2023	12	\$1,623.96
				Misty Cordero-Pierce	Taylor Annex	Taylor	Veterans Services	V108	Misty Cordero-Pierce	misty.cordero-pierce@wilco.org	512-943-1901						New	BP-70C31	\$135.33	10/16/2023	12	\$1,623.96

Facility #	Cost Center	Facility Name	Street Address	City	Fl	Department Name	Room	Department Contact	Contact E-mail	Contact Telephone	Location / Name
1009	01-0100-0435	Justice Center	405 MLK	Georgetown	1	District Courts	District Courts	Ron Morgan	ronald.morgan@wilco.org	512-943-3530	Mailroom
1009	01-0100-0435	Justice Center	405 MLK	Georgetown	1	District Courts	District Courts	Ron Morgan	ronald.morgan@wilco.org	512-943-3530	Mailroom
1009	01-0100-0429	Justice Center	405 MLK	Georgetown	ZERO	County Court at Law 4	Courtroom	Sharrion Threadgill	stthreadgill@wilco.org	512-943-1681	Courtroom
1071	01-0100-0541	Emergency Services Operations Center	911 Tracy Chambers Lane	Georgetown	1	Office of Emergency Management OEM	ESOC	Damaris Morales	damaris.morales@wilco.org	512-864-8248	JIC
1071	01-0100-0581	Emergency Services Operations Center	911 Tracy Chambers Lane	Georgetown	1	ESOC (Emergency Comm.)	ESOC	Damaris Morales	damaris.morales@wilco.org	512-864-8248	ARES
1082	01-0100-0211	Jester Annex	1801 E. Old Settlers Blvd., Suite 110	Round Rock	1	Commissioner 1	Commissioner 1	Terry Cook/Dorris Sanchez	doris.sanchez@wilco.org	512-244-8610	Commissioner Office
1032	01-0100-0499	Cedar Park Annex	350 Discovery Blvd.	Cedar Park	1	Tax Office	Tax Assessors	Mary Greenway	mary.greenway@wilco.org	512-943-1954	Copy Room
1033	01-0100-0499	Taylor Annex	412 Vance Street	Taylor	1	Tax Office	Tax Assessors	Mary Greenway	mary.greenway@wilco.org	512-943-1954	Front Desk Area
1082	01-0100-0499	Jester Annex	1801 E. Old Settlers Blvd	Round Rock	1	Tax Office	Tax Collector	Mary Greenway	mary.greenway@wilco.org	512-943-1954	Back Area
1009	01-0100-0440	Justice Center	405 MLK	Georgetown	1	District Attorney	District Attorney	Grace Frias	gfrias@wilco.org	512-943-1234	DA Copy Area
1009	01-0100-0440	Justice Center	405 MLK	Georgetown	1	District Attorney	District Attorney	Grace Frias	gfrias@wilco.org	512-943-1234	DA Copy Area
		Sheriff's AW Grimes Training Center	8160 Chandler Road	Hutto	1	Sheriff's Office DAWG	Sheriff's Office	Starla Hall	starlahall@wilco.org	512-943-5270	
1080	01-0100-0405	Georgetown Annex	100 Wilco Way	Georgetown	1	Veterans Services	Veteran's Services	Cathy Jo Johnson	cathyjo.johnson@wilco.org	512-943-1901	Copy Room
1043	01-0100-0503	Inner Loop Annex	301 Southeast Inner Loop	Georgetown	2	ITS	ITS	Tammy McCulley	tmcculley@wilco.org	512-943-1455	IT Reception
1008	01-0100-0570	Sheriff Administration / Jail	508 South Rock Street	Georgetown	1	Jail	Jail	Abigail Dass	adass@wilco.org	512-943-1343	Jail Medical
1008	01-0100-0560	Sheriff Administration / Jail	508 South Rock Street	Georgetown	1	Sheriff's Office (Intel)	CID	Mary Johnson	mjohnson@wilco.org	512.943.1313	Crime Scene Analyst
1008	01-0100-0560	Sheriff Administration / Jail	508 South Rock Street	Georgetown	1	Sheriff's Office (Intel)	CID	Mary Johnson	mjohnson@wilco.org	512.943.1313	Crime Scene Analyst
1032	01-0100-0212	Cedar Park Annex	350 Discovery Blvd.	Cedar Park	1	Commissioner 2	Commissioners Office	Tammy Smith	tsmith@wilco.org	512-260-4280	Office
1082	01-0100-0551	Jester Annex	1801 E. Old Settlers Blvd Ste. 105	Round Rock	1	Constable Precinct 1	Constable	Patrick Youngren	patrick.youngren@wilco.org	512-244-8658	Front Desk
1009	01-0100-0426	Justice Center	405 MLK	Georgetown	1	County Court at Law 1	Courtroom	Elizabeth Martin	elizabeth.martin@wilco.org	512-943-1200	Office
1032	01-0100-0452	Cedar Park Annex	350 Discovery Blvd.	Cedar Park	1	JP 2	Courtroom	Melissa East	meast@wilco.org	512-260-4218	Courtroom
1026	01.0100.0509	Facilities Management	3101 SE Inner Loop	Georgetown	1	Facilities Management	Bldg 2	Gina Wrehsnig	gwrehsnig@wilco.org	512-943-1666	Shared Printer
1026	01-0200-0210	Central Maintenance Facility	3151 SE Inner Loop	Georgetown	1	Road & Bridge (Unified Road Systems)		Vicki Edwards	vedwards@wilco.org	512-943-3362	Central Work Area
1032	01-0100-0552	Cedar Park Annex	350 Discovery Blvd.	Cedar Park	1	Constable Precinct 2	Office	William Beechinor	wbeechinor@wilco.org	512-260-4271	Office
1009	01-0100-0403	Justice Center	405 Martin Luther King Jr St	Georgetown	1	County Clerk	CASHIERING	Nancy Rister	nrister@wilco.org	512-943-1520	CASHIERING
1009	01-0100-0404	Justice Center	405 Martin Luther King Jr St	Georgetown	1	County Clerk	CIVIL	Nancy Rister	nrister@wilco.org	512-943-1520	CIVIL
1009	01-0100-0404	Justice Center	405 Martin Luther King Jr St	Georgetown	1	County Clerk	Criminal	Nancy Rister	nrister@wilco.org	512-943-1520	Criminal
1009	01-0100-0403	Justice Center	405 Martin Luther King Jr St	Georgetown	1	County Clerk	RESEARCH	Nancy Rister	nrister@wilco.org	512-943-1520	RESEARCH
1009	01-0100-0403	Justice Center	405 Martin Luther King Jr St	Georgetown	1	County Clerk	VITALS	Nancy Rister	nrister@wilco.org	512-943-1520	VITALS
1033	01-0100-0554	Taylor Annex	412 Vance St	Taylor	1	Constable Precinct 4	Office	Brian Olson	brian.olson@wilco.org	512-352-4126	Main Office
1033	01-0100-0554	Taylor Annex	412 Vance St	Taylor	1	Constable Precinct 4	Office	Brian Olson	brian.olson@wilco.org	512-352-4126	Main Office
	01-0100-0542	Fire Marshall	3189 SE Inner Loop	Georgetown	1	Fire Marshall	Office	Hank Jones	hank.jones@wilco.org	512-943-3679	Office
	01-0100-0591	Jail - Magistrate Courtroom	508 South Rock Street	Georgetown	1	Pretrial	Office	Jamie Carrillo	jamie.carrillo@wilco.org	512-943-1496	Magistrate Courtroom
	01-0100-0591	Justice Center - Pretrial	405 MLK	Georgetown	1	Pretrial	Office	Jamie Carrillo	jamie.carrillo@wilco.org	512-943-1496	Pretrial
	01-0100-3105	Parks Headquarters Office	219 Perry Mayfield	Leander	1	Parks Department/WCCF Shared	Office	Benita Bonner	BBonner@wilco.org	512-943-1926	Office
	01-0100-0497	Williamson County Courthouse	710 S Main St #105	Georgetown	1	Treasurer's Office	Office	Scott Heselmeyer	scott.heselmeyer@wilco.org	512-943-1585	Office
1009	01-0100-0430	Justice Center	405 Martin Luther King Jr St	Georgetown	1	CC@L #5	Courtroom	Judge Ward	kimberly.johnson@wilco.org	512-943-3671	Courtroom
	01.0100.0570	Jail	306 West 4th Street	Georgetown	1	Jail	Old Admin (Bonds/Records)	Abigail Dass	adass@wilco.org	512-943-1343	Old Admin (Bonds/Records)

Williamson County Phase II Lease Schedule

Countywide Multifunction Device Rollout (Copy/Print/Scan)

Confirmed	SN Ticket Received	Facility #	Cost Center	Facility Name	Street Address	City	Department Name	Room	Department Contact	Contact E-mail	Contact Telephone	Current Make	Current Model	Serial #	Owned or Leased	Expire Date	Notes	Sharp Replacement Model	New Lease Monthly	Lease Start Date	FY 24 # of Months	TOTAL SPEND FY 24
		1026	01.0200.0210.004621	Central Maintenance Facility	3151 SE Inner Loop	Georgetown	Road & Bridge (Unified Road)		Jennifer Favreau	jennifer.favreau@wilco.org	512-943-3362	SHARP	4071	95098092	Leased	05/31/23		BP-70C31	\$135.33	1/1/2024	9	\$1,217.97
		1026	01.0200.0210.004621	Central Maintenance Facility	3151 SE Inner Loop	Georgetown	Road & Bridge (Unified Road)		Jennifer Favreau	jennifer.favreau@wilco.org	512-943-3362	SHARP	4071	95098782	Leased	05/31/23		BP-70C31	\$135.33	1/1/2024	9	\$1,217.97
		1026	01.0200.0210.004621	Central Maintenance Facility	3151 SE Inner Loop	Georgetown	Road & Bridge (Unified Road)		Jennifer Favreau	jennifer.favreau@wilco.org	512-943-3362	SHARP	4071	9300655X	Leased	03/31/24		BP-70C31	\$135.33	4/1/2024	6	\$811.98
		1009	01-0100-0475-004621	Justice Center	405 MLK	Georgetown	County Attorney		Stephanie Lloyd	slloyd@wilco.org	512-943-1116	SHARP	M4071	95024768	Leased	11/30/23		BP-70C31	\$135.33	1/1/2024	9	\$1,217.97
		1009	01-0100-0475-004621	Justice Center	405 MLK	Georgetown	County Attorney		Stephanie Lloyd	slloyd@wilco.org	512-943-1116	SHARP	M6071	95044988	Leased	11/30/23		BP-70C31	\$135.33	1/1/2024	9	\$1,217.97
		1009	01-0100-0475-004621	Justice Center	405 MLK	Georgetown	County Attorney		Stephanie Lloyd	slloyd@wilco.org	512-943-1116	SHARP	M6071	95043370	Leased	02/29/24		BP-70C65	\$182.94	3/1/2024	7	\$1,280.58
		1008	01-0100-0560-004621	Sheriff Administration	508 South Rock Street	Georgetown	Sheriff CID Main		Mary Johnson	mjohnson@wilco.org	512-943-1313	SHARP	3571	95107859	Leased	12/31/23		BP-70C65	\$182.94	1/1/2024	9	\$1,646.46
		1009	01-0100-0428-004621	Justice Center	405 MLK	Georgetown	County Court at Law 3	2nd Floor	Diana Jackson	diana.jackson@wilco.org	512-943-1162	SHARP	M4051	95023098	Leased	01/31/24		BP-70C31	\$135.33	2/1/2024	8	\$1,082.64
		1048	01-0100-0454-004621	JP 4	311 W. 6th Street	Taylor	JP 4		Veronica Bolander	vbolander@wilco.org	512-352-4106	SHARP	M3051	3021710	Leased	01/31/24		BP-70C65	\$182.94	2/1/2024	8	\$1,463.52
		1048	01-0100-0454-004621	JP 4	311 W. 6th Street	Taylor	JP 4		Veronica Bolander	vbolander@wilco.org	512-352-4106	SHARP	M3071	0301839X	Leased	01/31/24		BP-70C65	\$182.94	2/1/2024	8	\$1,463.52
			01.0100.054.003010	EMS	3189 SW Inner Loop	Georgetown	EMS	Karen's Office	Jessica Toothman	jessica.toothman@wilco.org	512-943-1283			3034663	Leased	7/31/2024		BP-70C65	\$182.94	8/1/2024	2	\$365.88
			01.0100.054.003010	EMS	3189 SW Inner Loop	Georgetown	EMS	Office 252	Jessica Toothman	jessica.toothman@wilco.org	512-943-1283						New	BP-70C65	\$182.94	8/1/2024	2	\$365.88
			01.0100.0570.004621	Williamson County Jail	306 West 4th Street	Georgetown	Corrections	Classification - 1 st Floor North	Abigail Taylor	ataylor@wilco.org	512-943-1943						New	MX-C507F	\$105.92	11/1/2023	11	\$1,165.12
			01.0100.0570.004621	Williamson County Jail	306 West 4th Street	Georgetown	Corrections	Grievance/Disciplinary/Fire Safety - 2 nd Floor South	Abigail Taylor	ataylor@wilco.org	512-943-1943						New	MX-C507F	\$105.92	11/1/2023	11	\$1,165.12
			01.00.0453.004621	JP 3		Georgetown	JP 3		Cherie Vasquez	cherie.vasquez@wilco.org	512-943-1508			Equip ID 00450, S/N RE007739	Leased	9/30/2023		BP-70C65	\$182.94	11/1/2023	11	\$2,012.34
			01.0100.0453.004621	JP 3		Georgetown	JP 3		Cherie Vasquez	cherie.vasquez@wilco.org	512-943-1508			Equip ID 00451, S/N 03027414	Leased	9/30/2023		MX-C507F	\$105.92	11/1/2023	11	\$1,165.12
			01-0100-0581-004621	Emergency Services	911 Tracy Chambers Lane	Georgetown	Emergency Services		Damaris Morales	damaris.morales@wilco.org	512-864-8248			2HU00713	Leased	12/31/2023		BP-70C65	\$182.94	1/1/2024	9	\$1,646.46
			01-0100-0560-4621	Law Enforcement		Georgetown	Law Enforcement	Internal Affairs	Starla Hall	starlahall@wilco.org	512-943-5270			JPHG346265	Leased			MX-C507F	\$105.92	11/1/2023	11	\$1,165.12
			01-0100-0560-4621	Law Enforcement		Georgetown	Law Enforcement	Data Entry	Starla Hall	starlahall@wilco.org	512-943-5270						New	MX-C507F	\$105.92	11/1/2023	11	\$1,165.12
			01-0100-0560-4621	Law Enforcement		Georgetown	Law Enforcement	Cody Johnson	Starla Hall	starlahall@wilco.org	512-943-5270						New	MX-C507F	\$105.92	11/1/2023	11	\$1,165.12
			01-0100-0560-4621	Law Enforcement		Georgetown	Law Enforcement	Sexual Offender Registrar	Starla Hall	starlahall@wilco.org	512-943-5270						New	MX-C507F	\$105.92	11/1/2023	11	\$1,165.12
				Misty Cordero-Pierce	Round Rock Annex	Round Rock	Veterans Services	V125	Misty Cordero-Pierce	misty.cordero-pierce@wilco.org	512-943-1901						New	BP-70C31	\$135.33	10/16/2023	12	\$1,623.96
				Misty Cordero-Pierce	Taylor Annex	Taylor	Veterans Services	V108	Misty Cordero-Pierce	misty.cordero-pierce@wilco.org	512-943-1901						New	BP-70C31	\$135.33	10/16/2023	12	\$1,623.96

SHARP Williamson County Coterminous Lease Plan

Sharp recommends using all 60 month leases with 1 year extensions for lowest payment and coterminous end date of 2029

		2023	2024	2025	2026	2027	2028	2029
Phase 1	Jan-23	yr 1	yr 2	yr 3	yr 4	yr 5	1 yr ext	1 yr ext
Phase 2	Jan-24		yr 1	yr 2	yr 3	yr 4	yr 5	1 yr ext
Phase 3	Jan-25			yr 1	yr 2	yr 3	yr 4	yr 5

Fair Market Value Lease Options

Models	60-Month Lease Payment
BP-70C31	\$ 135.33
BP-70C65	\$ 182.94
MX-C507F	\$ 105.92

SHARP

Williamson County Multifunction Device Options 60-Month Lease

Lease term may be extended through 2029 to complete consolidation project.



BP-70C31

\$135.33/Month

60 Months

- Floor model
- Unlimited Color and B&W Outputs Included
- Auto Shipped Toner Included
- All SHARP Service and Maintenance Included
- Paper Sizes: 8.5 x 11; 8.5 x 14; 11x17
- No tray change required for paper sizes
- Hole Punch
- Print Speed: 31 Pages Per Minute
- Time to first page: 5.6 Seconds



BP-70C65

\$182.94/Month

60 Months

- Floor model
- Unlimited Color and B&W Outputs Included
- Auto Shipped Toner Included
- All SHARP Service and Maintenance Included
- Paper Sizes: 8.5 x 11; 8.5 x 14; 11x17
- No tray change required for paper sizes
- Hole Punch
- Print Speed: 65 Pages Per Minute
- Time to first page: 3.7 Seconds



MX-C507F

\$105.92/Month

60 Months

- Desktop Model
- Unlimited Color and B&W Outputs Included
- Auto Shipped Toner Included
- All SHARP Service and Maintenance Included
- Paper Sizes: 8.5 x 11; 8.5 x 14
- No tray change required for paper sizes
- Print Speed: 50 Pages Per Minute
- Time to first page: 10 Seconds

Sharp's awarded contract for Texas Department of Information Resources for Copiers, Printers, Managed Print and Related Services enables our authorized MFP Dealers and direct sales offices, Sharp Business Systems, the ability to offer technology solutions to DIR Customers. This overview provides a summary and outline of the essential contract functions and various roles and responsibilities.

I) CONTRACT OVERVIEW

A. CONTRACT NUMBER

DIR-CPO-4433

B. CONTRACT TERM

8/9/19 – 8/9/23 with (1) optional 1 year renewal

C. GUARANTEED DELIVERY

10 Business Days ARO

D. ORDERING ADDRESS

SHARP ELECTRONICS CORPORATION
c/o Local Authorized Dealer OR
Sharp Business Systems (Insert Name)
100 Paragon Drive, Box Q
Montvale, NJ 07645

Phone: (201) 529-8932

Email: snapcustomerservice@sharpsec.com

Fax: (800) 245-2815

E. PAYMENT ADDRESS & TERMS

For Purchase:

Sharp Electronics Corporation
DEPT 1228
PO Box 121228
Dallas, TX 65312
DUNS Number: 00-181-8012

For Lease:

Sharp Electronics Corporation
DEPT CH 14272
Palatine, IL 60055-4272
DUNS Number: 00-181-8012-1234

F. PRIMARY CONTACT

Jack Coons

Government & Major Account Manager

(817) 909-0152

CoonsJ@Sharpsec.com

II) CONTRACT SCOPE

A. USAGE & TERM

This contract may be used by any Texas State, County and Local Government Offices, Public, Independent and Private Education Entities, Non-profits and Political Subdivisions.

B. AWARDED PRODUCT OFFERINGS

1. MFP Equipment Hardware
2. MFP Software
3. MFP Service

III) CONTRACT PRICING

A. EQUIPMENT

The basis for Texas DIR pricing is calculated on a percentage discount from Manufacturer Suggested Retail Price. Mainframe & Accessory discounts may differ.

SHIPPING CHARGES

All deliveries are F.O.B. destination as freight and handling charges are calculated into the pricing schedules.

IV) ACQUISITION METHODS

A. PURCHASE

B. FINANCING OPTIONS

The leasing option provided is a Fair Market Value lease based on the following rates (including personal property tax):

24 Month: 0.04468

36 Month: 0.03191

48 Month: 0.02554

60 Month: 0.02175

V) ORDER DOCUMENTATION

A. DOCUMENTATION

PURCHASE ORDER REQUIREMENT

Purchase Orders must contain the following:

- Sharp Contract #DIR-CPO-4433
- Customer Name, Address, Contact, & Phone Number
- Customer Purchase Order Number
- Itemized list of equipment and accessories, as well as desired term of agreement
- Maintenance / Service Program
- Purchase Order must be signed by authorized individual

B. PAYMENT TERMS

Payment terms: 30 days

VI) DELIVERY, INSTALLATION, MOVES

EXCESSIVE INSTALLATION

Installing local authorized dealer or Sharp may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the DIR Customer prior to the signature of any Order and shall be based on the actual expenditures.

EQUIPMENT MOVES

Cost for equipment moves is dependent upon the distance of the move and the size of unit. Moves within the same building are provided at no charge. All other equipment moves will be billed at \$350.00 plus \$1 / mile.

CUSTOMER TRAINING

Local authorized dealer or SBS location will provide a minimum of one (1) hour on-site initial training for non-drop-shipped Equipment. Additional training will be provided at a cost of \$125.00 per hour.

VII) SERVICE PROVISIONS

A. WARRANTIES & DOWNTIME

WARRANTY

Standard warranty is 90-days for all products offered, beginning with the date of acceptance of delivery. In addition, Sharp provides a Three Year Performance Guarantee for all orders placed under DIR Contract #DIR-CPO-4433.

REPLACEMENT OF EQUIPMENT

In addition to our standard 90-day product warranty, Sharp Electronics will provide DIR Customers a Three Year Performance Guarantee. If the MFP is not performing within the machine's design specifications and cannot be repaired by the Authorized Sharp Dealer and Sharp Service Technician, Sharp will replace the equipment with a like model with comparable features at no additional cost.

The 3-Year Performance Guarantee begins at the date of installation. All equipment must be maintained under a full Service Maintenance Agreement with a Sharp Authorized Dealer or SBS, and operated using only genuine Sharp supplies and parts.

This guarantee applies to all products procured through and billed under the DIR contract and is not applicable to equipment that has been damaged by accident or misuse, including improper voltage. If it is determined that the equipment was maintained using other than genuine Sharp supplies and parts, the 3-Year Performance Guarantee will no longer be valid.

XI) CONTRACT DOCUMENTATION

Contract pricing and information is provided on [Sharp's customized DIR website](#).

IX) SERVICE BILLING OPTIONS & METER COLLECTION

PURCHASED / FINANCED EQUIPMENT

DIR member must establish a Maintenance Agreement on all acquired equipment.

METER COLLECTION

Instructions for submitting meter reads will be provided by the installing service provider.

X) END OF TERM RELATED ISSUES

END OF LIFE

Sharp's End-Of-Lease feature is standard on all advanced series MFPs. This feature ensures that all data is overwritten before returning, or relinquishing control of the MFP. After the erasing process is completed, the MFP will be rebooted automatically and a completion report can be printed.

HARD DRIVE REMOVAL / REPLACEMENT

As directed, the authorized servicing dealer or SBS location will remove the hard drive upon written direction from the DIR Customer.

The hard drive will be provided to the DIR Customer for their disposal. The cost of hard drive removal and replacement is \$350.00 per device.

DIR-CPO-4433 Appendix E
MASTER OPERATING LEASE AGREEMENT

- 1. Definitions.** Capitalized terms used in this Appendix and not otherwise defined will have the meanings set forth in the Contract.
- (a) “Assets” refers to the Products as allowed within the Contract, including the Hardware, Software, and related Services, which are specifically identified on the applicable Schedule. Assets includes any items associated with the foregoing, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, and documentation (technical and/or user manuals).
 - (b) “Contract” refers to DIR Contract number DIR-CPO-4433 into which this Appendix is incorporated.
 - (c) “Event of Default” is defined in Section 23, “Default.”
 - (d) “Event of Loss” means an event of loss, theft, destruction or damage of any kind to any item of the Assets, including the loss, theft or taking by governmental action of any item of the Assets for a stated period extending beyond the Term of any Schedule.
 - (e) “Hardware” refers to the computer machinery and equipment specifically identified on the applicable Schedule.
 - (f) “Lease” means the financing transaction described in this MOLA.
 - (g) “Lessee” means any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003 (8-a), Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code.
 - (h) “Lessor” means the Vendor identified in the Contract.
 - (i) “MOLA” means this Master Operating Lease Agreement (Appendix E). Any reference to “MOLA” includes the Contract, the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement in a writing signed by authorized representatives of both parties.
 - (j) “Rent Payment” means the amount payable by Lessee for the Assets as specified in the applicable Schedule.
 - (k) “Schedule” or “Supplementary Schedule” to this MOLA means the form or format entered into between Lessor and Lessee which contains, at a minimum, a description of the Assets, the name of the Lessee,

applicable Rent Payment, and term of the Lease. To be effective, a Schedule must be executed by both Lessor and Lessee.

- (l) "Services" refers to the configuration, installation, implementation, support, training, and other professional and consulting services specifically identified on the applicable Schedule.
- (m) "Software" refers to the computer programs specifically identified on the applicable Schedule.
- (n) "Stipulated Loss Value" is the value of each unit of Hardware at various times during the Lease as specified in the applicable Schedule; however, in no event will the Stipulated Loss Value of a Hardware unit exceed its fair market value.

2. Lease.

- (a) Lessor and Lessee intend that this MOLA constitute an operating lease and a true lease as those terms are defined in the Statement of Financial Accounting Standards No. 13 and as provided for under the Uniform Commercial Code – Leases, Tex. Bus. & Comm. Code Article 2A. Under no circumstances shall this MOLA or any Schedules entered into under it be construed as a "finance lease" as defined in Tex. Bus. & Comm. Code § 2A.103 (7). In addition, Lessor acknowledges that Lessee is not a "merchant lessee" for purposes of Tex. Bus. & Comm. Code § 2A.511.
- (b) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Assets described on each Schedule. Each such Schedule constitutes a separate agreement between Lessor and Lessee. In addition, each Schedule is subject to the terms and conditions of this MOLA as if a separate MOLA were executed for such Schedule by the parties.
- (c) In the event of Lessee's rightful rejection of the Assets as specified in Section 10 ("Inspection and Acceptance") of this MOLA, Lessee shall have the right, at its sole option, to cancel this Lease as to the rejected Assets or as to all of the Assets to be leased under the Schedule applicable to such Assets. Upon cancellation, Lessee shall have no obligations under this MOLA with respect to the portion of this Lease so cancelled.
- (d) Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or provided any legal or management advice to Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with Lessor to satisfy individual procurements in which case such terms shall be set forth in a Rider to the MOLA or the Schedule. To the extent that any of the provisions of the MOLA conflict with any of the terms contained in any Schedule, the terms of this MOLA shall control.
- (e) If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Assets for its own use, DIR is not a party to any Schedule executed under this MOLA and is not responsible for Rent Payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or Lessor (or both of them) arising from the use of this MOLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both

of those parties arising from the use of this MOLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 (“Default”) of this MOLA.

3. Term of MOLA.

The term of this MOLA shall commence (a) upon commencement of the term of the Contract, if this MOLA was agreed to under the Contract, or (b) on the Effective Date specified in Amendment Number (XX), if this MOLA is added to the Contract under such Amendment. The term of this MOLA shall continue until the last to occur of the following: (i) the Schedule Term of each Schedule entered into by the parties has expired or been terminated, or (ii) the Contract has expired or been terminated. In the event of any termination or expiration of the Contract or termination of this MOLA, any provisions of the Contract and this MOLA as may be necessary to preserve the rights of Lessor or Lessee hereunder shall survive said termination or expiration.

4. Term of Schedule.

The term for each Schedule agreed to by a Lessee and Lessor under this MOLA shall commence on the date specified in the Lessee Certificate of Acceptance, as described in Section 10. Unless earlier terminated as provided for herein, the Schedule shall continue for the number of whole months or other payment periods set forth in it (the “Schedule Term”). Specifically with respect to Hardware, under no circumstances shall the Schedule Term exceed seventy five percent (75%) of the economic life of the Hardware, nor shall the present value of the Rent Payments for the Hardware on the Schedule Commencement equal or exceed ninety percent (90%) of the value of the Hardware. Lessee shall provide confirmation that its lease of assets satisfies the two foregoing percentage limitations. The Schedule Term may be earlier terminated upon: (i) the non-appropriation of funds pursuant to Section 8 (“Appropriation of Funds”) of this MOLA, (ii) an Event of Loss, (iii) an Event of Default by Lessee and Lessor’s election to cancel the Schedule pursuant to Section 24 (“Remedies”) of this MOLA, (iv) an event of default or other breach of this Agreement by Lessor and Lessee's election to cancel the Schedule pursuant to Section 24 (“Remedies”) of this MOLA, or (v) as otherwise set forth herein.

5. Administration of MOLA.

- (a) When a prospective Lessee wishes to lease Assets under this MOLA, the prospect will submit its request directly to Lessor. Lessor shall apply the applicable pricing discounts as stated in Section 4 of the Contract or the price as agreed upon by Lessee and Lessor in the applicable Schedule, whichever is lower and submit the lease proposal to the prospective Lessee. If the prospective Lessee wishes to proceed to lease Assets based on the proposal, Lessor will negotiate the applicable Rent Payment, availability of Assets, and term of the Lease directly with the prospective Lessee.
- (b) With respect to Lessor’s obligations under Section 5 of the Contract to report the sale and make payment of the DIR administrative fee as defined in that Section, all leasing activities in conjunction to this MOLA shall be treated as a “purchase sale.” Notwithstanding treatment of this Lease as a "purchase sale" as to the transaction between Lessor and DIR under the Contract, however, under no circumstances shall this MOLA be construed as creating anything other than a true lease and operating lease as stated in Section 2 (“Lease”) hereof for the transaction(s) between Lessor and Lessee.

- (c) Upon agreement by Lessor and Lessee on the applicable Rent Payment, availability, Lease term, and the like, Lessee may issue a purchase order in the amount indicated on the applicable Schedule to Lessor for the Assets and reference the Contract number on the purchase order. Any pre-printed terms and conditions on the Schedule issued by Lessor (with respect to any item other than the specific Assets which are the subject of the Lease, the Schedule Term, and the Rent Payments), Lessor's order acknowledgement form or the like shall not be effective with respect to the lease of Assets hereunder. Rather, the terms and conditions of this MOLA shall control in all respects.
- (d) Until a Schedule is entered into by Lessor and a Lessee per the process set forth in this MOLA, neither DIR nor any Lessee is obligated under this MOLA to lease Assets from Lessor nor is Lessor obligated under this MOLA to lease Assets to a Lessee.

6. Rent Payments.

- (a) During the Schedule Term and any renewal terms agreed to by Lessee as specified herein, Lessee agrees to pay Lessor the Rent Payments set forth in the relevant Schedule for each Asset. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is \$3,000 and the Scheduled Commencement date is the 15th of the month, a payment of \$1,500 will be made. Under no circumstances shall the present value of the Rent Payments exceed ninety percent (90%) of the value of the Assets.
- (b) Any amounts received by Lessor from Lessee in excess of Rent Payments and any other sums required to be paid by Lessee shall be refunded to Lessee within ninety (90) calendar days. All Rent Payments shall be paid to Lessor at the address stated on the Schedule or any other such place as Lessor or its assigns may hereafter direct to Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to Lessor. Lessor's (including its assignees') remedy for late payments is as set forth in Chapter 2251, Texas Government Code.

Lessee acknowledges and agrees, except as specifically provided for in Section 8 (“Appropriation of Funds”) of this MOLA and excluding claims resulting from a breach of Lessor’s obligations as set forth in this MOLA or any Schedule or of Lessee's rights under Section 16 (“Quiet Enjoyment”) hereof, that Lessee’s obligation to pay Rent and other sums payable hereunder, shall not be abated, reduced or subject to offset or diminished as a result of any past, present or future claims Lessee may have against Lessor under this Lease. Notwithstanding the foregoing, nothing in this Section or any other provision of this MOLA shall affect or preclude Lessee from enforcing any and all other rights it may have against Lessor and its assignees under this MOLA or otherwise affect any right Lessee may have against the manufacturer or licensor of the Assets or any party other than Lessor.

7. Liens.

Lessee shall keep the Assets free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of the Assets.

8. Appropriation of Funds.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any fiscal period (as set forth on the Schedule) of Lessee beyond the fiscal period first in effect at the commencement of the Schedule Term, Lessee may terminate the Schedule with regard to those of the Assets on the Schedule so affected. Lessee shall endeavor to provide Lessor with written notice sixty (60) days prior to the end of its current Fiscal Period confirming which Assets on the Schedule will be so affected by the termination. All obligations of Lessee to make Rent Payments due with respect to those Assets after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in those Assets will terminate, Lessee shall surrender those Assets in accordance with Section 15 (“Option to Extend; Surrender of Assets”) of this MOLA, and the applicable Schedule shall be deemed amended. Lessee represents and warrants it has adequate funds to meet its obligations during the first fiscal period of the Schedule Term. Lessor and Lessee intend that the obligation of Lessee to make Rent Payments under this MOLA shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas, as applicable, beyond the fiscal period for which sufficient funds have been appropriated to make Rent Payments hereunder.

9. Assignment of Warranties.

Each Schedule is intended to be a true lease and operating lease as defined in Tex. Bus. & Comm. Code Article 2A. Lessor has acquired or will acquire the Assets in connection with this MOLA and hereby agrees to assign to Lessee any warranties provided to Lessor with respect to the Assets during the Term of the applicable Schedule, to the extent the warranties are assignable. Unless Lessor is the manufacturer or is otherwise liable under the Contract, Lessor shall not be liable for damages for any reason for any act or omission of the manufacturer of the Assets. Except as provided in Section 24 (“Remedies”) hereof, Lessee acknowledges that none of the following shall relieve Lessee from the obligations under this MOLA during the Schedule Term unless due to Lessor’s acts or omissions: (i) Lessee’s dissatisfaction with any unit of the Assets, (ii) the failure of an Asset to remain in useful condition for the Schedule Term, or (iii) the loss or right of possession of the Assets (or any part thereof) by Lessee. Lessee shall have no right, title or interest in or to the Assets except the right to use the same upon the terms and conditions herein contained. The Assets shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property of Lessee.

10. Inspection and Acceptance.

Promptly upon delivery of the Assets, Lessee will inspect and test the Assets. No later than twenty (20) business days following its date of delivery (or, if the Assets are part of a system, the date of last delivery of the Assets comprising the system), Lessee will execute and deliver either (i) a Certificate of Acceptance, or (ii) written notification of any defects in the Assets. If Lessee has not given notice within such time period, the Assets shall be deemed accepted by Lessee as of the twentieth (20th) business day, as described above. In the event Lessee does not accept the Assets, Vendor will promptly remove the Assets from Lessee's premises and deliver conforming Assets within ten (10) business days thereafter. If conforming Assets are not delivered within that timeframe, Lessee may terminate the Schedule on written notice to Lessor. Lessee's acceptance of any Assets shall not be deemed to waive any rights Lessee may have against the manufacturer or licensor, as applicable. Lessor and its assigns, including either of their respective agents shall have the right to inspect the Assets upon reasonable notice to Lessee and during normal business hours provided that anyone who does so has first executed a non-disclosure agreement acceptable to Lessee.

11. Installation and Delivery; Use of Assets; Repair and Maintenance.

- (a) Except as set forth in this MOLA, all transportation, delivery, installation, and de-installation costs associated with the Assets shall be borne by Lessee. Lessee shall provide a place of installation for the Assets, which conforms to the requirements of the manufacturer and Lessor.
- (b) Subject to the terms hereof, Lessee shall be entitled to use the Assets for the conduct of its business in compliance with all laws, rules, and regulations of the jurisdiction in which the Assets are located. Lessee shall not use or permit the use of the Assets for any purpose for which, according to the specification of the manufacturer, the Assets are not designed.
- (c) Lessee, at its expense, shall take good and proper care of the Hardware and make all repairs and replacements necessary to maintain and preserve the Hardware and keep the Hardware in good order and condition (reasonable wear and tear excepted). Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each Hardware unit. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Hardware without the prior written consent of Lessor, except for additions or attachments to the Hardware leased by Lessee from Lessor or purchased by Lessee from the manufacturer of the Hardware (or an authorized distributor of the manufacturer) or any other person approved by Lessor. Lessee shall affix on a prominent place on each item of Hardware any tags, decals or labels supplied by Lessor to Lessee which describe the ownership of the Hardware. Subject to the provisions of Section 15(b) under "Option to Extend; Surrender of Hardware and Software Assets," Lessee agrees to restore the Hardware to Return Condition prior to its return to Lessor.

12. Relocation of Hardware and Software.

Except as set forth on the applicable Schedule, Lessee shall at all times keep the Hardware and Software within its exclusive possession and control. Lessee may move the Hardware or Software to another location of Lessee within the continental United States, provided Lessee is not in default on any Schedule and pays all costs associated with such relocation. If such relocation requires Lessor's prior written consent, Lessee

shall obtain such consent prior to relocating the Hardware or Software, as applicable, which consent Lessor shall not unreasonably withhold. Notwithstanding the foregoing, in those situations where consent is otherwise required, Lessee may move the Hardware or Software to another location within Texas without notification to, or the consent of, Lessor; provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Hardware and Software at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Hardware and Software, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Hardware and Software.

13. Taxes.

Unless otherwise agreed by the parties on the applicable Schedule, Lessor will pay any Imposition or file any forms or returns with respect thereto. Lessee shall, when billed, and with copy of Imposition invoice(s) with respect to Assets specified on the Schedule, reimburse Lessor for such payment. For purposes of this paragraph "Impositions" means all taxes, including personal property taxes and fees, without pro-ration as described in the Financial Disclosure Summary Work Sheet (Attachment 1) hereafter imposed, assessed or payable during the term of the relevant Schedule including any extension thereof. Because the reimbursement date for an Imposition may occur after the expiration or termination of the term of the relevant Schedule, it is understood and agreed that Lessee's liability to reimburse for such Impositions shall survive the expiration or termination of the term of the relevant Schedule.

14. Ownership.

The Hardware and Software shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties' rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Hardware except a leasehold interest as provided for herein. Lessee agrees that the Hardware shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of Lessor. Upon Lessor's request, Lessee will enter into agreements necessary to ensure that the Hardware remains the personal property of Lessor.

15. Option to Extend; Surrender of Hardware and Software Assets.

- (a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term, Lessor shall notify Lessee in writing of options to extend the Schedule for continued use of the Hardware or Software specified in that Schedule. If Lessee desires to exercise any of the options offered by Lessor (and provided that, with respect to Hardware, any extension does not exceed seventy five percent (75%) of its economic life), Lessee shall give Lessor irrevocable written notice of the option Lessee intends to exercise at least forty-five (45) days before the expiration of such Schedule Term. In the event the Lease is extended for some but not all of the Hardware and Software specified on a Schedule, the Schedule shall be updated to reflect those changes. At the end of the Schedule Term (as well as with respect to any Hardware and Software not extended as described immediately above), Lessee will surrender and return the Hardware and Software to Lessor in compliance with Section 15(b) below.
- (b) Except as specified otherwise herein, upon the expiration, early termination as provided herein, or final termination of the Schedule, Lessee, at its cost and expense, shall promptly return the Hardware, freight

prepaid, to Lessor in good repair and working order, with reasonably unblemished physical appearance and with no defects which affect the operation or performance of the Hardware (“Return Condition”), reasonable wear and tear excepted. If the Hardware is not in Return Condition, Lessee shall, at its option, either restore the Hardware (at Lessee’s cost) to Return Condition or pay for the Hardware at its Stipulated Loss Value if the Hardware is not reasonably repairable. Lessee shall arrange and pay for the de-installation and packing of the Hardware in suitable packaging, and return the Hardware to Lessor at the location specified by Lessor; provided, however, that such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. At its option and expense, Lessor shall have the right to supervise and direct the preparation of the Hardware for return. If, upon termination or expiration of the Schedule for any reason, Lessee fails or refuses to return to Lessor a Hardware unit or Software program specified in that Schedule or to pay Lessor the Stipulated Loss Value for a Hardware unit, Lessee shall remain liable for Rent Payments for that unit or program up to the date on which the unit or program is returned to the address specified by Lessor (or on which Lessee has paid Lessor the Stipulated Loss Value). In such event and specifically with respect to the Hardware, Lessor shall also have the right to enter Lessee’s premises or any other premises where the Hardware may be found upon reasonable written notice to the Lessee and during normal business hours, and subject to Lessee’s reasonable safety and security requirements to take possession of and to remove the Hardware, at Lessee’s sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Hardware. However, as an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession except as provided by Paragraph b. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the Constitution and laws of the State of Texas, Lessee’s obligation to return Hardware may, at Lessor’s option, be specifically enforced by Lessor.

16. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee’s quiet enjoyment and use of the Assets as long as an Event of Default (as hereinafter defined in Section 23 (“Default”) of the MOLA) has not occurred.

17. Warranties regarding the Assets.

Lessor acknowledges that warranties made by the manufacturer or licensor of the Assets, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer or licensor of the Assets and shall not pursue any such claim against Lessor.

18. No Warranties by Lessor regarding the Assets.

Except as set forth in the Contract, Lessee acknowledges that Lessor is not the manufacturer or licensor of the Hardware or Software Assets. Lessee agrees that Lessor makes no representations or warranties of whatsoever nature, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the Hardware or Software Assets or any unit thereof. Except to the

extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessee specifically waives all right to make claim against Lessor for breach of any warranty of any kind whatsoever; and with respect to Lessor, Lessee leases the Hardware and Software “as is”. Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by any Hardware or Software leased hereunder, or by the use or maintenance thereof, or by the repairs, service or adjustment thereto or any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused. Lessor agrees to assign to Lessee, upon Lessee’s request therefor, any warranty of a manufacturer or licensor or seller relating to the Hardware and Software that may have been given to Lessor.

19. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to the Hardware specified on the Schedule, whether partial or complete, from any cause whatsoever. Lessee shall promptly notify Lessor regarding any Event of Loss. Upon any Event of Loss, Lessee shall, at its option: (a) immediately repair the affected Hardware so that it is in good condition and working order, (b) replace the affected Hardware with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value for such affected Hardware unit, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Hardware for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of a Hardware unit for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of Lessee with respect to such Hardware unit (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA and each Schedule between Lessor and Lessee:

- (a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Section 2054.003 (8-a), Texas Government Code) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

- (b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding true lease and operating lease agreement of Lessee, enforceable in accordance with its terms;
- (c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;
- (d) The entering into and performance of any Schedule between Lessor and Lessee, this MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of Lessee or on the Hardware or Software leased under any Schedule between Lessor and Lessee pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound;
- (e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MOLA or any Schedule between Lessor and Lessee;
- (f) The use of the Assets is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and
- (g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MOLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. Representation and Warranties of DIR.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA:

- (a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided Lessee or Lessor with any legal or management advice regarding the MOLA or any Schedule executed pursuant thereto;
- (b) This MOLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding agreement of DIR, enforceable in accordance with its terms;
- (c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MOLA;

- (d) The entering into and performance of the MOLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Hardware or Software pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;
- (e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MOLA;
- (f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract; and
- (g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law.

22. Representations and Warranties of Lessor.

Lessor represents and warrants for the benefit of DIR and each Lessee:

- (a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;
- (b) The MOLA and each Schedule executed in conjunction to this MOLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;
- (c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MOLA or any Schedule;
- (d) The entering into and performance of the MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of Lessor, including the Hardware or Software leased under the MOLA and Schedules thereto, pursuant to any instrument to which Lessor is a party or by which it or its assets may be bound;
- (e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MOLA or any Schedule;
- (f) Lessor acknowledges that DIR and any Lessee that is a state agency, as government agencies, are subject to the Texas Public Information Act, and that DIR and Lessees that are state agencies will comply with such Act, including all opinions of the Texas Attorney General's Office concerning this Act.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an “Event of Default”): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (b) Lessee’s material breach of this MOLA, any Schedule, or any applicable software license agreement, which is not cured within thirty (30) days after written notice thereof from Lessor; (c) Lessee’s filing of any proceedings commencing bankruptcy or the taking of other similar action by Lessee under any state insolvency or similar law, (d) the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (e) subjection of a substantial part of Lessee’s property or any part of the Hardware to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (f) any representation or warranty made by Lessee in this MOLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Assets being or becoming untrue in any material respect.

24. Remedies.

(a) Lessor’s Remedies.

- i. Upon the occurrence of an “Event of Default,” Lessor may, in its sole discretion, do any one or more of the following:
 - A. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, terminate any or all Schedules executed by Lessor and the defaulting Lessee;
 - B. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule;
 - C. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, and whether or not the Schedule is terminated, take possession of the Hardware and Software wherever located, without additional demand, liability, court order or other process of law. To the extent permitted by Texas law, Lessee hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Hardware or Software is located or cause Lessee, and Lessee hereby agrees, to return such Hardware and Software to Lessor in accordance with the requirements of Section 15 (“Option to Extend; Surrender of Hardware and Software Assets”) hereof;
 - D. by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of:
 - I. the present value of the Rent owed from the earlier of the last date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Hardware is not returned to or repossessed by Lessor, the present value of the

Stipulated Loss Value of the Hardware at the end of the Schedule Term, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis;

- II. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and
- III. interest on (I) from the date of default at 1½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (II) from the date Lessor incurs such fees, costs or expenses.

ii. Upon return or repossession of the Hardware, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Hardware, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Hardware, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Hardware shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Hardware shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Hardware, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

iii. No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default by Lessee shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

iv. Neither DIR nor non-defaulting Lessees shall be deemed in default under the MOLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

(b) Lessee's Remedies. Anything herein to the contrary notwithstanding, Lessee shall have all rights provided under Tex. Bus. & Comm. Code § 2A.508 through § 2A.522, including without limitation, the right to cancel a Schedule and recover damages from Lessor in the event of nonperformance of or other default by Lessor hereunder.

- (c) Each party agrees that any delay or failure by the other party to enforce that party's rights under this MOLA or a Schedule does not prevent that party from enforcing its rights at a later time.

25. Notices and Waivers.

- (a) All notices relating to this MOLA shall be delivered to DIR or Lessor as specified in Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of Lessor or Lessee or shall be given by certified or registered mail or overnight carrier to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MOLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes.
- (b) A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver of any provision of this MOLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the waiving party. No failure on the part of a party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26. Assignment by Lessor; Assignment or Sublease by Lessee.

- (a) Upon thirty (30) days advance written notice to Lessee and provided that any such assignee expressly assumes Lessor's obligations under this MOLA and each Schedule, Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MOLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MOLA, any Schedule and/or any Asset; and/or (iii) sell or transfer its title and interest as owner or licensor of the Hardware and Software and/or as Lessor under any Schedule; and DIR and each Lessee leasing Hardware under the MOLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MOLA. Each Lessee leasing Assets through Schedules under this MOLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Lessor shall remain liable for performance under the MOLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MOLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.
- (b) Lessee will not sell, assign, sublet, pledge or otherwise encumber, or permit a lien to exist on or against any interest in this MOLA or the Assets without Lessor's prior written consent except otherwise permitted under this MOLA; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the MOLA to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance (if Acceptance has taken place); (b) Opinion of Counsel; (c) Financial Statements; (d) incumbency certificate; and (e) other documents specified in the applicable Schedule as being reasonably required by Lessor.

28. Miscellaneous.

- (a) Prior to delivery of any Assets, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control. In such event, the obligation of Lessee to commence Rents for such Assets shall also be suspended.
- (b) Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Assets, other than as set forth in this MOLA, including the Contract, and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MOLA, including the Contract, and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MOLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MOLA may be amended only by written instrument executed by Lessor and DIR. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.

**Attachment 1 to the Master Operating Lease Agreement
Financial Disclosure Summary**

Lease Rate Factor(s):	Response	Notes
Equipment Type A		
Equipment Type B		
Equipment Type C		
How is Daily Rental calculated?		
Is Daily Rental invoiced separately or rolled into monthly rental?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Is this a Step Lease?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does this lease include software?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, who owns the software?	<input type="checkbox"/> Agency <input type="checkbox"/> Lessor	
Personal Property Tax	Response	Notes
Estimated PPT		
PPT Payment made by	<input type="checkbox"/> Agency <input type="checkbox"/> Lessor on Agency behalf	
PPT calculation method	<input type="checkbox"/> Agency pays direct <input type="checkbox"/> Lessor pays and passes invoice through <input type="checkbox"/> Lessor estimates and includes <input type="checkbox"/> Lessor sets PPT at disclosed rate	
If PPT rate changes, how are charge backs or short falls handled?	<input type="checkbox"/> N/A - Agency pays direct <input type="checkbox"/> N/A - Lessor pays/passes invoice through <input type="checkbox"/> Lessor is responsible <input type="checkbox"/> Lessee is invoiced for short fall	
Equipment Schedule Details	Response	Notes
Can Agency make decisions at asset level (extend, purchase, return)?	<input type="checkbox"/> Asset level <input type="checkbox"/> All and not less than all	
Does this ES auto extend?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, how long?		
What is the cost of the Auto extension?		
What is the notice period?		

Are negotiated extensions FMV based?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
On FMV, can Agency select own evaluator?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is asset and lease information available online?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
End of Lease Details	Response	Notes
Where are the assets returned to?		
What is the return freight cost?		
Who pays the return freight cost?	<input type="checkbox"/> Agency <input type="checkbox"/> Lessor	
Do I need to return original packaging?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the cost if not returned?	
Do I need to return original manuals and documentation?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the cost if not returned?	
Do I need to return software?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the cost if not returned?	
Is there an FMV purchase cost cap?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is the cost cap percentage?	
What is the cost for a lost asset?		
What is the cost for missing equipment?		
What is the cost for data sanitization on assets with memory?		
What is the cost for data sanitization?		
What is the cost for on-site data destruction?		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1098950

Date Filed:
11/29/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sharp Business Systems
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP#22RFP85
Countywide Multifunction Device Lease

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Patton, Darrel	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is DARREL PATTON, and my date of birth is [REDACTED]

My address is 14400 THE CARES BLVD (street), PHOENIXVILLE (city), TX (state), 78660 (zip code), USA (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in WILLIAMSON County, State of TEXAS, on the 30 day of NOVEMBER, 2023.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2023-1098950

Date Filed:
11/29/2023

Date Acknowledged:
11/30/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Sharp Business Systems
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP#22RFP85
Countywide Multifunction Device Lease

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Patton, Darrel	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

52.

Meeting Date: 12/05/2023

Approval of Purchase and Services Contract #202490 with Viking Fence Co., Ltd for CTTC for Facilities Management

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 Purchase and Services Contract #202490 with Viking Fence Co, Ltd for the purchase and installation of a permanent fence, gates, and temporary fencing at the Central Texas Treatment Center for the amount of \$21,030.00 and authorizing the execution of the contract. Funding source is P565.

Background

The Facilities Management Department submitted requisition #133484 for the purchase and installation of a permanent fence, gates, and temporary fencing for the generator at the Central Texas Treatment Center located at 601 N. Alligator St, Granger, Texas for the amount of \$21,030.00. Three (3) quotes were solicited with the best value respondent being Viking Fence Company, Ltd. Funding source is P565. Department contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Purchase Agreement
Form 1295

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Gretchen Glenn
Final Approval Date: 11/29/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/29/2023 04:16 PM
11/29/2023 04:21 PM
Started On: 11/22/2023 11:20 AM

WILLIAMSON COUNTY
PURCHASE AND SERVICES CONTRACT
(Viking Fence Co., Ltd)

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 AND SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Viking Fence Co., Ltd** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain goods and services pursuant to the following terms, conditions, and restrictions:

I.

Goods and Services: Service Provider shall provide goods and services *as an independent contractor* pursuant to the 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 goods and services include, but are not limited to, the items described in the attached Quote being marked as **Exhibit A**.

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

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

II.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time for the specific project and shall terminate upon

project completion or when terminated pursuant to paragraph IX below.

III.

Consideration and Compensation: Service Provider will be compensated based on the amount set forth in **Exhibit A**.

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

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

IV.

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

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

COVERAGE	PER PERSONPER OCCURRENCE	
Comprehensive General Liability	\$1,000,000	\$1,000,000

*(including premises,
completed operations
and contractual)*

Aggregate policy limits: \$2,000,000

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

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

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

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

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES’ GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE

PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

VII.

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

VIII.

Compliance With All Laws: Service Provider agrees and will comply with 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. In the event of termination, the County will only be liable for its pro rata share of services rendered and good actually received.

X.

Additional Rights and Remedies: Nothing contained herein shall be constructed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

XI.

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

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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.

XVII.

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

XVIII.

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

XIX.

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

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

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

- A. This Contract;
- B. The attached Quote being marked as **Exhibit A**; and
- C. Insurance certificates evidencing coverages required herein.

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

XXII.

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

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:

Judge Bill Gravell, Jr.
County Judge

Date: _____, 20____

SERVICE PROVIDER:

Viking Fence Co., Ltd

Name of Service Provider

April Bazan

Authorized Signature

April Bazan

Printed Name

Date: November 22, 2023

EXHIBIT A



Viking Fence Co., Ltd.

9602 Gray Blvd.
Austin, Texas 78758
(512) 837-6411, 1-800-252-8117

Dallas Branch
2975 Industrial Lane
Garland, TX 75041
(972) 293-1265, (214) 501-3538 (fax)

HUB CERTIFICATION #1742043230800 **NCTRCA MBE Cert # HMMB31501N0617**

Customer:

Williamson County- Angel Gomez
3101 SE Inner Loop,
Georgetown, TX 78626
Cell (512) 917-0894
angel.gomez@wilco.org

Job Site Address: CTTC- 601 N Alligator St, Granger, TX 76530

Date:10-10-23

Description:

Option 1:

Furnish and install 76' of 6' Galvanized Chain Link with (3) Strands of Barb Wire and (1) Walk Gate. Materials: 6' (9 GA) Chain Link, BSS 2 7/8" Terminal Post, BSS 2 3/8" Line Post, and BSS 1 5/8" Top Rail

Price

\$3,800.00

Option 2:

Furnish and install (1) 20' Chin Link Double Drive Gate with Biege Slats.

\$7,370.00

Option 3:

Furnish and install (1) 30' Chin Link Double Drive Gate with Biege Slats.

\$9,380.00

Option 4:

Furnish and install 55' of 6' Temp Fence

\$480.00

Plus Sales Tax if Applicable.

Proposal price based on one mobilization, Additional mobilization add \$900.00 / Mobilization.

All fence lines to be clear of all obstructions, and is to be done by others.
All fence corners, lines, gates, and end posts, to be clearly staked, or marked, by other before mobilization of fence crew.

Structural engineering, if needed, provided by others
Access Control bids are on separate proposal.

Customer Authorization: _____ **Date:** _____

Customer Name (please print): _____

Email: _____

We appreciate your business. Thank you.

Dan Cullison

Viking Fence Co, Ltd
Sr. Project Manager
Phone: 512-826-7543
Email: dan@vikingfence.com

Permanent Fence Installation - Terms & Conditions

Proposal Terms and Conditions

This bid is based upon the plans, specifications and drawings given to Viking Fence at the time of this bid, and assumes utilization of industry-standard material and labor types and quantities. Viking does not provide engineering or architectural services. If any documents provided to Viking for reliance in making this bid later prove to be incomplete or inaccurate, to an extent requiring Viking to utilize parts or labor in excess of those used in preparing this bid, Viking reserves the right to amend this bid as may be necessary to comply with changes in the foregoing documents, and to amend any contract made in reliance upon the price quotes contained in this bid. To the extent that any documents submitted to Viking by you for review in making this bid incorporate by reference any other document not given to Viking, or refer Viking to the contents of any other document not given by you to Viking, Viking will not be bound by the contents of any such document unless: (1) it is a public statute, rule, ordinance, or published industry code (for example, the Int'l Building Code); or (2) such document may be readily downloaded on the internet from a website or other URL to which Viking is given access prior to making this bid. No merger or integration clause in any subsequent contract executed by Viking is intended to supersede this paragraph, because Viking cannot knowingly bind itself to any contract terms contained in documents to which Viking is not given access before signing a final contract.

Payment Terms:

Payment due upon completion unless approved for credit. Net 30 terms, w/ regular progress billing as project is completed. Credit approval may be required. Retainage, if applicable, TBD. **Any accounts past due will be charged 1.5% monthly interest (as allowed per State Law).**

Insurance/Price:

All work done in professional manner by experienced, insured personnel. **Quote is valid for 5 days** and is preliminary based on estimated footage and initial scope of work. Final contract price will be determined with field measurement of actual completed iron work. If, at any point during the performance of the contract, the price of materials increases due to unstable/unusual market conditions that Viking Fence is unable to absorb, we retain the right to pass these price increases to you, our customer.

Warranty:

Viking Fence Co, Ltd hereby guarantees the workmanship and material for the contracted job, per the original contract as follows (a copy of our warranty can be downloaded at <https://www.vikingfence.com/warranty-certificate/>)

- (1) All Material is guaranteed to be as specified in original contract. Viking warrants that all work will be free of workmanship defects for one year from the date of installation and all defects occurring within that period shall be replaced at no cost to the owner. Any exceptions to this must be specified in original purchase contract.
- (2) Western Red cedar products provided will be consistent with our grading standards...see copy of Western Red Cedar Grading Standards on our warranty certificate. Defective material is defined as material that does not meet the grading standards or is structurally compromised if applicable. Western Red Cedar is a natural product, in which cracks, wane or checking may appear over time.
- (3) Pre-manufactured ornamental iron products are supplied with original manufacturer's warranties (ranging in term from 5 to 20 years, based on product).
- (4) Abuse or neglect of installed materials shall void this warranty.
- (5) All implied warranties, including merchantability, are limited to one year.
- (6) Viking does not warranty any Western Red Cedar wood fence material against termite infestation. We encourage our customers to read our Western Red Cedar page on our website for more detailed information regarding termites and to consult with your pest control professional.
- (7) Viking is not responsible for damage caused by shifting soil/terrain.
- (8) Gate Operators and other access control systems and accessories are supplied with original manufacturer's warranties. During the first year, defects in these components will be repaired without charge to the customer. After the first year, the customer will be charged for repair labor costs, but not for parts costs, as long as the original manufacturer's warranty is still valid.
- (9) Non-payment, in part or in whole, by the customer for services rendered or materials provided, per the original contract or invoice, shall void this warranty.

The warranties given above shall be the exclusive remedy for any breach by Viking Fence, and all liability for consequential, special or incidental damages is disclaimed.

Other:

Mechanics Lien: All materials remain the property of Viking Fence Inc. until the contract is paid in full. Customer is responsible for obtaining all necessary permits, except where noted. Viking Fence is relieved of all liability related to location and property lines. Viking Fence is not responsible for damage to any underground lines or pipes. A copy of all other Viking Standard Subcontract Terms included with this proposal are posted at <https://www.vikingfence.com/about-us/terms-and-conditions>.

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Viking Fence Co., LTD
 Austin, TX United States

Certificate Number:
 2023-1097151

Date Filed:
 11/22/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Williamson County

Date Acknowledged:
 11/22/2023

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 133484
 fencing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

Commissioners Court - Regular Session

53.

Meeting Date: 12/05/2023

EMS Medic 42 New Building - Supplemental Agreement No. 1

Submitted For: Dale Butler

Submitted By: Christy Matoska, Facilities Management

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Supplemental Agreement No. 1 for The Lawrence Group Architects of Austin, Inc.

Background

This Supplemental Agreement No. 1 is for Agreement for Design and Engineering Services to include site survey and geotechnical investigation to inform the building design, which constitute additional services.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

P602 Medic 42 SA1

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Christy Matoska

Final Approval Date: 11/30/2023

Reviewed By

Hal Hawes

Becky Pruitt

Date

11/30/2023 09:39 AM

11/30/2023 11:01 AM

Started On: 11/30/2023 09:29 AM



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

PROJECT: EMS Medic 42 New Building ("Project")

**ARCHITECT/
ENGINEER:** The Lawrence Group Architects of Austin, Inc ("A/E")
Luma Jaffar, Managing Principal
Barton Oaks Plaza Four 901 MoPac Expressway South
Austin, TX 78746

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

THIS SUPPLEMENTAL AGREEMENT NO. 1 to **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 **9/19/2023** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **include site survey and geotechnical investigation to inform the building design**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

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

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

SUPPLEMENTAL AGREEMENT

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

ARTICLE 1 SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the following Additional Services

Geotechnical Scope includes:

A. Field Study:

1. Two soil borings will be drilled to depths of 35 ft below the existing ground surface in the parking lot.
2. Additional soil boring information will be supplemented by previous borings drilled by Rock Engineering & Testing, in a report dated August 2020, which were conducted for evaluation of foundation performance and repairs of the Williamson County Precinct No. 4 building foundation.
3. Borings will be located in the field utilizing tape and right-angle measurements from existing benchmarks or using a recreational grade Global Positioning System (GPS) device. Boring locations will be staked for surveying by others.
4. A truck mounted drilling rig will be used to access and traverse the job site. Soil samples will be taken using conventional split-spoon and Shelby tube sampling techniques. Representative portions of the samples will be sealed, identified, packaged, and transported to our laboratory for subsequent testing and classification. Samples collected will be retained in our laboratory for 30 days after submittal of the final geotechnical report.

B. Laboratory Testing:

1. Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the foundation soils.
2. The laboratory testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, unconfined compression tests, and grain size analyses.
3. Type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards.

C. Engineering Report:

1. The results of the field and laboratory phases of the study will be reviewed by A/E's staff of engineers and geologists. The results of A/E's review, together with the supporting field and laboratory data, will be presented in a written, engineering report.

Included therein will be recommendations for the design and construction of the Project.

Surveying Scope includes:

A. Boundary Verification:

1. Perform Deed Research of Subject Tract for the purpose of reconciling tract lines.
2. Perform a Boundary Verification Survey based upon North American Datum of 1983 (NAD83) State Plane Coordinates and in accordance with the General Rules of Procedures and Practices as set forth by the Texas Board of Professional Engineers Land Surveyors and laws of the State of Texas.
3. Prepare an AutoCAD drawing of the Boundary Survey indicating the measurement and description of the boundary perimeter, the existing survey monuments found in the field, the adjoining property record information, and the acreage of the subject tract. Include easement limits known to A/E's subconsultant surveyor if Title Commitment provided by the County.

B. Topographic/Design Survey:

1. Perform an on-the-ground field survey to obtain the topography (terrain data) and other visible and apparent surface features (manmade or natural) such as natural ground, grade breaks, ditches, swales, channels, embankments, drainage structures, catch basins and inlets, manholes, above-grade utility appurtenances, pavements, fences, building structures, water's edge, etc. Significant Trees will be located. For underground utilities, A/E's subconsultant surveyor will coordinate with Texas 811. The approximate locations of underground utilities will be shown based upon utility locators' markings.
2. Establish vertical control at the site and place benchmarks based upon North American Vertical Datum of 1988 (NAVD88), unless otherwise specified by County.
3. Prepare a topographic map from the topographic survey depicting the physical features as described above and with elevation contours at a 1-foot interval. The 100-year floodplain as identified by FEMA and as depicted on the Flood Insurance Rate Map (FIRM) will be graphically located and drafted on the topographic map.

**ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES**

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Sixteen Thousand Nine Hundred Dollars (\$16,900)**.

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

A/E hereby agrees to provide the Additional Services by or before 02/29/2024.

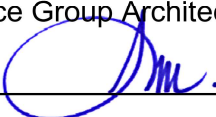
**ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT**

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, 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:
The Lawrence Group Architects of Austin, Inc

COUNTY:
Williamson County, Texas

By:  _____
Signature

By: _____
Signature

Luma Jaffar _____
Printed Name

Printed Name

Managing Principal _____
Title

Title

Date Signed: 11/29/2023 _____

Date Signed: _____

Commissioners Court - Regular Session

54.

Meeting Date: 12/05/2023

Approval of Purchase of Three (3) 2024 GMC Sierra 1500 Trucks from Gunn Buick GMC, Ltd for Road and Bridge Department

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 purchase #202489, for three (3) Model Year 2024 GMC 1500 Sierra Trucks from Gunn Buick GMC, in the total amount of \$122,580.25, pursuant to Buyboard Contract #601-19.

Background

Approval of this purchase will support the On-Site Sewage Facilities (OSSF) division of the Williamson County Road and Bridge Department. Two of the trucks will replace units #6B1364 and #6B1679. The third truck will be for a new position. Funding source is 01.0100.0661.005700 as per FY24 budget. Point of Contact is Shea Webb.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Quote
1295

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Gretchen Glenn
Final Approval Date: 11/30/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

11/30/2023 10:42 AM
11/30/2023 10:53 AM
Started On: 11/27/2023 02:26 PM



GUNN Acura
11911 IH 10 West
San Antonio, TX 78230
Phone: (210) 696-2232

GUNN BUICK GMC
16440 IH 35 North
Selma, TX 78154
Phone: (210) 599-5600

GUNN CHEVROLET
16550 IH 35 North
Selma, TX 78154
Phone: (210) 599-5000

GUNN Honda
14610 IH 10 West
San Antonio, TX 78249
Phone: (210) 680-3371

GUNN NISSAN GUNN NISSAN of DENTON
750 NE LOOP 410 5650 S Interstate 35 E
San Antonio, TX 78209 Corinth, TX 76210
Phone: (210) 496-0806 Phone: (940) 270-9000

DEAL WORKSHEET

Deal # _____

BUYER INFORMATION

Date 11/21/2023
 Buyer's Name Williamson County
 Co-Buyer's Name _____
 Business Name Williamson County
 Address 710 S Main
 City & State Georgetown Zip 78626
 Home Phone (512) 943-1100 Bus. Phone (512) 943-3300
 Cell Phone (512) 943-3368 E-Mail kevin.teller@wilco.org
 Est. Delivery Date _____ Customer # _____
 SalesPerson 1 Danny Mireles SalesPerson 1 ID # 151
 SalesPerson 2 _____ SalesPerson 2 ID # _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
 Lic # _____ Vin # _____
 Lienholder _____
 Acct # _____ Payoff _____ Good Until _____
 Lienholder Address _____
 City & State _____
 Phone # _____ Quoted by _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
 Lic # _____ Vin # _____
 Lienholder _____
 Acct # _____ Payoff _____ Good Until _____
 Lienholder Address _____
 City & State _____
 Phone # _____ Quoted by _____

Stock # On Order Vin # _____
 Year 2024 Make GMC
 Model Sierra 1500 Model Trim Pro
 Miles _____ Color White
 M.S.R.P. \$45,010.00 Discount \$4,457.00 O.S.P. \$40,553.00

Dealer Installed Accessories *

1. Delivery Fee \$150.00
2. _____
3. Plus Buy Board Fee \$400 per PC
4. _____
5. _____
6. _____
7. Buy Board Contract#601-19

Selling Price	\$40,553.00
Plus Owed Accessories	\$150.00
Selling Price w/ Accessories	\$40,703.00
Sales Services Fee	_____
Trade-In Appraised Value	\$0.00
Factory Rebate(s), if any	_____
Sub-Total	\$40,703.00
State Motor Vehicle Sales Tax	\$0.00
Dealer's Inventory Tax	\$0.00
Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees	\$23.75
Balance Due on Trade-In	\$0.00
Documentary Fee	\$0.00
Total	\$40,726.75
Deposit Receipt #	_____
Cash Down Receipt #	\$0.00
Amount to Finance	\$40,726.75

X 3
122,180.25
 Plus BB Fee 400.00
\$122,580.25

Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.

Date 11/21/2023 _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Gunn Buick, GMC LTD
Selma, TX United States

Certificate Number:
2023-1097217

Date Filed:
11/22/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2024
OSSF Vehicle Purchase

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mireles, Danny	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is DANNY MIRELES, and my date of birth is _____.

My address is _____, SAN ANTONIO TX, 78230 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in GUADALUPE County, State of TEXAS, on the 22 day of NOVEMBER, 2023.
(month) (year)


 Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Gunn Buick,GMC LTD
Selma, TX United States

Certificate Number:
2023-1097217

Date Filed:
11/22/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

Date Acknowledged:
11/27/2023

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2024
OSSF Vehicle Purchase

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mireles, Danny	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

55.

Meeting Date: 12/05/2023

Addendum for ILA between Williamson County and Aqua Utilities Inc

Submitted For: Terron Evertson

Submitted By: Jenifer Favreau, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Addendum to Interlocal Agreement with Aqua Utilities Inc., regarding reimbursement for inspection, permitting, construction, and other services related to the water line relocations associated with the County’s roadway and drainage improvements of the South San Gabriel Ranches subdivision.

Background

An Interlocal Agreement was approved by the Court on January 26, 2021 for the County to relocate some of Aqua Utilities, Inc.’s water system lines and appurtenances located within existing County right-of-way. This addendum increases the amount Aqua Utilities, Inc. will reimburse the County for all costs incurred from a not-to-exceed amount of \$468,000.00 to a not-to-exceed \$568,000.00, because this project was readvertised and rebid due to post pandemic construction material cost increases.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Aqua ILA Addendum

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jenifer Favreau

Final Approval Date: 11/28/2023

Reviewed By

Becky Pruitt

Date

11/28/2023 08:10 AM

Started On: 11/27/2023 02:31 PM

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM TO INTERLOCAL
AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM
IMPROVEMENTS
(Aqua Utilities, Inc.)**

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

THIS ADDENDUM TO INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Aqua Utilities, Inc** dba Aqua Texas, Inc (hereinafter "Aqua"). The parties originally entered an Interlocal Agreement on January 26, 2021 (hereinafter "Agreement"). Aqua is engaged as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Repayment of Costs: This amendment will revise the Aqua reimbursement cap set forth in the original interlocal agreement (Section 2.05(a)) for inspection, permitting, construction, and other services related to the relocation of the waterlines from a not-to-exceed amount of Four Hundred Sixty Eight Thousand Dollars (\$468,000) to a not-to-exceed amount of **Five Hundred Sixty Eight Thousand Dollars (\$568,000)** for inspection, permitting, construction, and other services related to the relocation of the waterlines.

II.


In all other respects, the Agreement is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature
Date: _____, 2023

AQUA UTILITIES, INC:

DocuSigned by:

824BBC1A43A44C8

Authorized Signature
Date: 11/17/2023, 2023

^{DS}


^{DS}


^{DS}


Commissioners Court - Regular Session

56.

Meeting Date: 12/05/2023

22IFB110 Southwest Bypass Extension - Change Order #3 (Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of (\$410,375.49) for Project 22IFB110 Southwest Bypass Extension (Joe Bland Construction) P: 352 Funding Source: 2019 Road Bond.

Background

This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. Please see the attached Change Order for additional details.

This Change Order results in a net decrease of \$410,375.49 to the Contract amount, for an adjusted Contract total of \$3,897,411.23. The original Contract amount was \$4,288,543.00. As a result of this and all Change Orders to-date, \$391,131.77 has been deducted from the Contract, resulting in a 9.12% net decrease in the overall Contract cost.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

22IFB110-SWBypassExtension-CO#3

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 11/30/2023

Reviewed By

Becky Pruitt

Date

11/30/2023 09:51 AM

Started On: 11/28/2023 04:24 PM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

- 1. CONTRACTOR: Joe Bland
2. Change Order Work Limits: Sta. 17+60 to Sta. 21+97
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project: 221FB110
Roadway: SW Bypass Ext
CSJ Number: 0337-01-049

5. Describe the work being revised:

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

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

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.
The following information must be provided
Time Ext. #: 0 Days added on this CO: 0
Amount added by this change order: (\$410,375.49)
THE CONTRACTOR Date 11/28/23
By Kyle Klussmann
Typed/Printed Name Kyle Klussmann
Typed/Printed Title Project Mgr.

RECOMMENDED FOR EXECUTION:

[Signature] 11/28/2023
Project Manager Date

[Signature] 11/30/2023
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
APPROVED REQUEST APPROVAL

County Commissioner Precinct 2 Date
APPROVED REQUEST APPROVAL

County Commissioner Precinct 3 Date
APPROVED REQUEST APPROVAL

County Commissioner Precinct 4 Date
APPROVED REQUEST APPROVAL

County Judge Date
APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Project # 221FB110

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
2019 Road Bond P352									
110-6001	EXCAVATION ROADWAY	CY	\$18.00	23,110.00	\$415,980.00	1,463.00	24,573.00	\$442,314.00	\$26,334.00
132-6025	EMBANKMENT (FINAL))(DENS.CONT.)(TY C1)	CY	\$35.00	5,465.00	\$191,275.00	(171.00)	5,294.00	\$185,290.00	(\$5,985.00)
160-WC01	FURNISHING AND PLACING TOPSOIL (4")	SY	\$2.75	36,796.00	\$101,189.00	52.00	36,848.00	\$101,332.00	\$143.00
161-WC01	EROSION CONTROL COMPOST (3")	SY	\$3.50	10,810.00	\$37,835.00	(10,810.00)	0.00	\$0.00	(\$37,835.00)
162-WC103	MULCH TOPDRESSING (5")	SY	\$4.50	10,810.00	\$48,645.00	(10,810.00)	0.00	\$0.00	(\$48,645.00)
164-WC04	SEEDING FOR EROSION COTROL (TY4)(TEMP)(COOL)	SY	\$1.00	21,617.00	\$21,617.00	(21,617.00)	0.00	\$0.00	(\$21,617.00)
164-WC05	SEEDING FOR EROSION CONTROL (TY 5)(PERM WARM)	SY	\$1.00	36,796.00	\$36,796.00	52.00	36,848.00	\$36,848.00	\$52.00
164-WC10	SEEDING FOR EROSION COTROL (TY10)(TEMP)(WARM)	SY	\$1.00	21,617.00	\$21,617.00	(21,617.00)	0.00	\$0.00	(\$21,617.00)
166-6002	FERTILIZER	TON	\$3,500.00	2.70	\$9,450.00	(0.205)	2.50	\$8,732.50	(\$717.50)
168-WC01	VEGETATIVE WATERING	MG	\$40.00	1,299.00	\$51,960.00	(299.00)	1,000.00	\$40,000.00	(\$11,960.00)
169-6001	SOIL RETENTION BLANKETS (CL I)(TY A)	SY	\$2.00	23,585.00	\$47,170.00	(7,802.41)	15,782.59	\$31,565.18	(\$15,604.82)
310-6001	PRIME COAT (MULTI OPTION)	GAL	\$6.00	4,485.00	\$26,910.00	339.70	4,824.70	\$28,948.20	\$2,038.20
316-6193	AGGR (TY-D GR-5 SAC-B)	CY	\$285.00	152.00	\$43,320.00	(0.63)	151.37	\$43,140.45	(\$179.55)
316-6413	ASPH (AC-1SP,HFRS-2PORCRS-2P)	LF	\$5.50	7,174.00	\$39,457.00	(732.30)	6,441.70	\$35,429.35	(\$4,027.65)
402-6001	TRENCH EXCAVATION PROTECTION	LF	\$4.00	220.00	\$880.00	(140.00)	80.00	\$320.00	(\$560.00)
432-6023	RIP RAP (STONE COMMON)(DRY)(8 IN)	CY	\$150.00	150.00	\$22,500.00	(45.40)	104.60	\$15,690.00	(\$6,810.00)
432-6045	RIP RAP (MOW STRIP)(4 IN)	CY	\$550.00	41.10	\$22,605.00	2.10	43.20	\$23,760.00	\$1,155.00
464-6017	RC PIPE (CL IV)(18 IN)	LF	\$115.00	79.00	\$9,085.00	1.00	80.00	\$9,200.00	\$115.00
464-6018	RC PIPE (CL IV)(24 IN)	LF	\$140.00	527.00	\$73,780.00	(107.00)	420.00	\$58,800.00	(\$14,980.00)
467-6395	SET (TY II)(24") (RCP)(6:1)(P)	EA	\$4,200.00	4.00	\$16,800.00	(3.00)	1.00	\$4,200.00	(\$12,600.00)
496-6043	REMOV STR (SMALL FENCE)	LF	\$5.00	1,485.00	\$7,425.00	(1,250.00)	235.00	\$1,175.00	(\$6,250.00)
TOTALS					\$1,246,296.00			\$1,066,744.68	(\$179,551.32)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Project # 221FB110

TABLE B: Contract Items (Continued)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	\$35.00	320.00	\$11,200.00	(300.00)	20.00	\$700.00	(\$10,500.00)
506-6011	ROCK FILTER DAMS(REMOVE)	LF	\$15.00	320.00	\$4,800.00	(300.00)	20.00	\$300.00	(\$4,500.00)
506-6020	CONSTRUCTION EXITS (INSTALL)(TY I)	SY	\$25.00	224.00	\$5,600.00	(112.00)	112.00	\$2,800.00	(\$2,800.00)
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	\$12.00	224.00	\$2,688.00	(112.00)	112.00	\$1,344.00	(\$1,344.00)
506-6038	TEMP SED CONTR FENCE (INSTALL)	LF	\$4.00	5,178.00	\$20,712.00	(144.00)	5,034.00	\$20,136.00	(\$576.00)
506-6039	TEMP SED CONTR FENCE (REMOVE)	LF	\$1.00	5,178.00	\$5,178.00	(144.00)	5,034.00	\$5,034.00	(\$144.00)
508-6001	CONSTRUCTION DETOURS	SY	\$65.00	1,165.00	\$75,725.00	376.60	1,541.60	\$100,204.00	\$24,479.00
529-6002	CONC CURB (TY II)	LF	\$50.00	191.00	\$9,550.00	89.00	280.00	\$14,000.00	\$4,450.00
529-6038	CONC CURB (RIBBON)	LF	\$22.00	1,113.00	\$24,486.00	(43.00)	1,070.00	\$23,540.00	(\$946.00)
550-6006	GATE (REMOVE)	EA	\$395.00	1.00	\$395.00	(1.00)	0.00	\$0.00	(\$395.00)
618-6023	CONDT (PVC)(SCH 40)(2")	LF	\$26.00	300.00	\$7,800.00	(60.00)	240.00	\$6,240.00	(\$1,560.00)
618-6029	CONDT (PVC)(SCH 40)(3")	LF	\$32.00	460.00	\$14,720.00	20.00	480.00	\$15,360.00	\$640.00
620-6007	ELEC CONDR (NO 8) BARE	LF	\$2.00	1,050.00	\$2,100.00	(275.00)	775.00	\$1,550.00	(\$550.00)
620-6009	ELEC CONDR (NO 6) BARE	LF	\$3.00	25.00	\$75.00	177.00	202.00	\$606.00	\$531.00
620-6010	ELEC CONDR (NO.6) INSULATED	LF	\$3.00	50.00	\$150.00	354.00	404.00	\$1,212.00	\$1,062.00
621-6005	TRAY CABLE (4 CONDR)(12AWG)	LF	\$5.00	1,050.00	\$5,250.00	(1,046.00)	4.00	\$20.00	(\$5,230.00)
644-6001	IN SM SN SUP&AM TY10BWG(1) SA (P)	EA	\$875.00	11.00	\$9,625.00	3.00	14.00	\$12,250.00	\$2,625.00
644-6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	\$1,050.00	1.00	\$1,050.00	(1.00)	0.00	\$0.00	(\$1,050.00)
644-6005	IN SM SN SUP&AM TY10BWG(1)SA(T-2EXT)	EA	\$1,400.00	3.00	\$4,200.00	1.00	4.00	\$5,600.00	\$1,400.00
662-6099	WK ZN PAV MRK REMOV (Y)8"(SLD)	LF	\$3.00	1,680.00	\$5,040.00	2,440.00	4,120.00	\$12,360.00	\$7,320.00
666-6006	REFL PAV MRK TY I (W)4" (DOT)(100MIL)	LF	\$1.00	30.00	\$30.00	(6.00)	24.00	\$24.00	(\$6.00)
666-6012	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	\$1.00	7,447.00	\$7,447.00	106.00	7,553.00	\$7,553.00	\$106.00
666-6036	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	\$1.00	3,274.00	\$3,274.00	194.00	3,468.00	\$3,468.00	\$194.00
666-6048	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	LF	\$11.00	183.00	\$2,013.00	58.00	241.00	\$2,651.00	\$638.00
666-6054	REFL PAV MRK TY I (W)(ARROW)(100 MIL)	EA	\$195.00	21.00	\$4,095.00	2.00	23.00	\$4,485.00	\$390.00
666-6126	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	\$1.00	11,097.00	\$11,097.00	(37.00)	11,060.00	\$11,060.00	(\$37.00)
666-6147	REFL PAV MRK TY I (Y) 24" (SLD)(100MIL)	LF	\$8.00	799.00	\$6,392.00	(95.00)	704.00	\$5,632.00	(\$760.00)
672-6007	REFL PAV MRKR TY I-C	EA	\$5.00	168.00	\$840.00	28.00	196.00	\$980.00	\$140.00
672-6009	REFL PAV MRKR TY II- A-A	EA	\$5.00	492.00	\$2,460.00	56.00	548.00	\$2,740.00	\$280.00
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	\$4.00	1,234.00	\$4,936.00	1,421.00	2,655.00	\$10,620.00	\$5,684.00
The "Totals" from Table B of the previous work sheet:					\$1,246,296.00			\$1,066,744.68	(\$179,551.32)
TOTALS					\$1,499,224.00			\$1,339,213.68	(\$160,010.32)

CHANGE ORDER REASON(S) CODE CHART

<p>1. Design Error or Omission</p>	<p>1A. Incorrect PS&E 1B. Other</p>
<p>2. Differing Site Conditions (unforeseeable)</p>	<p>2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other</p>
<p>3. County Convenience</p>	<p>3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other</p>
<p>4. Third Party Accommodation</p>	<p>4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other</p>
<p>5. Contractor Convenience</p>	<p>5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other</p>
<p>6. Untimely ROW/Utilities</p>	<p>6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other</p>

Williamson County Road Bond Program

**Southwest Bypass Extension
Williamson County Project No. 22IFB110**

**Change Order No. 3
Reason for Change**

This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC05	ADD (T) BRACKET TO 10BWG (1) SA (P)	2	EA
999-WC06	MOB' FOR ADDED SIGNS ON SH 29	1	LS

This Change Order results in a net decrease of \$410,375.49 to the Contract amount, for an adjusted Contract total of \$3,897,411.23. The original Contract amount was \$4,288,543.00. As a result of this and all Change Orders to-date, \$391,131.77 has been deducted from the Contract, resulting in a 9.12% net decrease in the overall Contract cost.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

TRP CONSTRUCTION GROUP, LLC.

QUOTE

1127 OLD BASTROP HWY
AUSTIN, TX 78742
512-990-9525 512-990-0336 FAX 512-695-4660 MOBILE
leev@trpconstructiongroup.com

Job Specifications

Bid Date: 6/23/2022
Project: SOUTHWEST BYPASS EXTENSION
PRECINT NUMBER 3 CSJ 0337-01-221FB110

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
CHANGE ORDER					
644-6001	IN SM RD SN SUP&AM TY10BWG (1) SA(P)	EA	4	\$875.00	\$3,500.00
1	ADD (T) BRACKET TO 10BWG SA (P) POST	EA	2	\$250.00	\$500.00
2	CHANGE OUT YIELD SIGN	EA	1	\$200.00	\$200.00
	*ADD CENTER LINE SIGN (4)			PI TOTAL	\$4,200.00
SUBTOTAL					\$4,200.00
Total:					\$4,200.00

NOTES FOR TRAFFIC CONTROL

- *Price excludes the supply of Vests, Flags, Flaggers, Police, Steadyburn lights, Non-standard signs, Daily Lane Closures, and Barriers, Arrow and Message Board Rental.
- *RUMBLE STRIPS ARE A HIGH DEMAND SPECIALTY ITEM. LOST OR DAMAGED DEVICES WILL BE INVOICED AT REPLACEMENT COST.**
- *The Contractor is responsible for the repair or replacement cost of all equipment that is lost, damaged or stolen.
- *The Contractor is responsible for the daily maintenance and placement of the traffic control equipment.
- *Price is based on one month minimum rental. Each additional month will be billed \$975.00 per month.
- *Price is based on five mobilization. Each additional will be billed at \$1000.00
- *Price for message board is based on \$1,870.00 each per month with \$250.00 delivery and set up and \$250.00 final pick up fee each.
- *Price for arrow board is based on \$550.00 each per month with \$150.00 delivery and set up and \$150.00 final pick up fee each.
- *Price for tma truck only rental is based on \$185.00 each per day / \$250.00 delivery and set up and \$250.00 final pick up fee each.
- *Delivery fee \$150.00 each

NOTES FOR PAVEMENT MARKING

- *Unless specified as a bid item, prior cleaning of surface to be striped is excluded.
- *Contractor is responsible for all pavement marking layout and approval prior to striping.
- *Additional cost will be billed if trp is requested to do the layout.
- *Price is based on one mobilization for work zone work striping. Each additional will be billed at \$2900.00
- *Price is based on one mobilization for final thermo striping. Each additional will be billed at \$2900.00
- * There is no warranty, implied or otherwise, for concrete surfaces that haven't cured for 30 days
- *Removal is based on flail millings only.

NOTES FOR PERMANENT INSTALLATIONS / SIGNAGE

- *Contractor shall assist in locating Utilities that may be in conflict with installations.
- *There will be a \$125.00 Coring fee PER UNIT if Signs are to be installed in Concrete surfaces.
- * Allow two weeks for manufacturing of signs and mounts prior to installation date.
- *Price is based on one mobilization. Each additional will be billed at \$1200.00
- * Rate excludes flashing beacons

GENERAL NOTES

- *If the Project is Tax Exempt, please provide certificate.
- *Proposal Contingent upon both parties executing a mutually agreed upon subcontract.
- *Proposal good for (10) working days from date of this quote.

Signature

Lee Vanover 3
OPERATIONS MANAGER

Date

6/20/2022

TRP CONSTRUCTION GROUP,LLC.

Accepted by _____

Title _____

Date _____

Commissioners Court - Regular Session

57.

Meeting Date: 12/05/2023

E. Wilco Highway Segment 3- purchase contracts

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 2 purchase contracts with John Arthur Bigon Jr. and James Alan Bigon and independent co-executors of the Estates of John A. Bigon Sr. and Mary Bigon, deceased for 7.187 AC and 1.080 AC needed as right of way and 0.513 AC needed as an easement for the E. Wilco Highway Segment 3 project (Parcels 89 and 93). Funding Source: Road Bonds P332

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

contract
contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/30/2023

Reviewed By

Becky Pruitt

Date

11/30/2023 11:26 AM

Started On: 11/29/2023 04:55 PM

REAL ESTATE CONTRACT
Southeast Loop Corridor – Segment 3

THIS REAL ESTATE CONTRACT (“Contract”) is made by and between JOHN ARTHUR BIGON, JR and JAMES ALAN BIGON as Independent Co-Executors of the Estates of JOHN A. BIGON, SR., Deceased and MARY BIGON, Deceased (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 7.187 acre (313,053 Sq. Ft.) tract of land in the James C. Eaves Survey Survey, Abstract No. 213 in Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 89**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the “Property”), and any improvements situated on and attached to the Property described in Exhibit “A” not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit “A”, and any damage to or cost to cure the remaining property of Seller shall be the sum of ONE MILLION SEVEN HUNDRED SIXTY-THREE THOUSAND and 00/100 Dollars (\$1,763,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Independence Title Company on or before December 15, 2023, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all leases and 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 Title Company to issue 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 Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLERS:

John Arthur Bigon, Jr, Independent
Co-Executor of the Estates of John A.
Bigon, Sr, Deceased and Mary Bigon,
Deceased

Address: _____

Date: _____

James Alan Bigon
James Alan Bigon, Independent Co-
Executor of the Estates of John A.
Bigon, Sr, Deceased and Mary Bigon,
Deceased

Address: 3510 Ogden Cir
Round Rock, Tx. 78664

Date: 11-14-23

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT _____
PROPERTY DESCRIPTION FOR PARCEL 89

DESCRIPTION OF A 7.187 ACRE (313,053 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CALLED 1.440 ACRE TRACT OF LAND (EXHIBIT A) DESCRIBED IN SPECIAL WARRANTY DEED FROM WILLIAMSON COUNTY, TEXAS TO JOHN BIGON AND MARY BIGON RECORDED IN DOCUMENT NO. 2018004729 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING TWO (2) REMAINDER TRACTS (2.787 ACRES AND 2.960 ACRES) OUT OF THAT CALLED 72.15 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO SAID JOHN BIGON AND WIFE, MARY BIGON RECORDED IN VOLUME 558, PAGE 77 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 7.187 ACRE (313,053 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILCO ROW 5777" (Grid Coordinates determined as N=10,179,060.48, E=3,193,092.65 TxSPC Zone 4203) found, being the northwesterly corner of said 2.787 acre remainder tract in the original easterly Right-of-Way (ROW) line of County Road (C.R.) 101 (variable width ROW), same being the southwest corner of that called 1.379 acre ROW tract of land (Exhibit A) described in Deed to Williamson County, Texas recorded in Document No. 2017113723 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE**, with the northerly boundary line of said 2.787 acre remainder tract, same being the southerly line of said 1.379 acre ROW tract, **N 68°33'58" E**, for a distance of **49.77** feet to the calculated northeasterly corner of said 2.787 acre remainder tract, same being the northwesterly corner of that called 3.493 acre ROW tract of land (Exhibit A) described in Deed to Williamson County, Texas recorded in Document No. 2017117137 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel, and from which, an iron rod with aluminum cap stamped "WILCO ROW 5777" found, being the northeasterly corner of said 3.493 acre tract, same being the southeasterly corner of said 1.379 acre ROW tract in the existing easterly ROW line of said C.R. 101 (variable width ROW), bears **N 68°33'58" E**, at a distance of **128.57** feet;

THENCE, with the easterly boundary line of said 2.787 acre remainder parcel, same being the westerly line of said 3.493 acre ROW tract, also being the existing westerly ROW line of C.R. 101 and the easterly boundary line of the herein described parcel, the following two (2) courses:

- 2) **S 42°31'49" E**, for a distance of **601.71** feet to a 1/2" iron rod found, for the beginning of a tangent curve to the right;
- 3) Along said curve to the right, having a delta angle of **18°02'00"**, a radius of **1,355.00** feet, an arc length of **426.47** feet and a chord which bears **S 33°29'51" E**, for a distance of **424.72** feet to an iron rod with aluminum cap stamped "WILCO ROW 5777" found, being the easterly line of said 1.440 acre tract, same being the southerly corner of said 2.787 acre remainder parcel;

THENCE, departing said 2.787 acre remainder tract, with the easterly line of said 1.440 acre tract, continuing with said existing curving westerly ROW line, same being the westerly line of said 3.493 acre tract, and the easterly boundary line of the herein described parcel, the following two (2) courses:

- 4) Along said curve to the right, having a delta angle of **12°03'45"**, a radius of **1,355.00** feet, an arc length of **285.27** feet and a chord which bears **S 18°26'59" E**, for a distance of **284.74** feet to a calculated point at the beginning of a cut-back line transitioning from said existing westerly ROW line of C.R. 101 to the existing northerly ROW line of U.S. 79 (variable width ROW);
- 5) **S 27°29'55" W**, for a distance of **37.13** feet to a calculated point in the easterly boundary line of said 2.960 acre remainder tract, same being the southerly corner of said 1.440 acre tract;
- 6) **THENCE**, departing said 1.440 acre tract, continuing with said cut-back line, being the easterly boundary line of said 2.960 acre remainder tract, **S 27°29'55" W**, for a distance of **27.36** feet to a calculated point in said existing northerly ROW line of U.S. 79, same being the southeasterly corner of said 2.960 acre remainder tract, for the southeasterly corner of the herein described parcel;

PLAT TO ACCOMPANY DESCRIPTION

03-24-2021

P.O.B.
 GRID
 COORDINATES:
 N=10,179,060.48
 E=3,193,092.65

APPROXIMATE CENTERLINE
 TEXAS POWER & LIGHT CO.
 UNDEFINED WIDTH EASEMENT
 VOL. 239, PG. 75
 D.R.W.C.T.
 & MODIFIED IN
 DOC. NO. 2007021720
 O.P.R.W.C.T.

NO.	DIRECTION	DISTANCE
L1	N68°33'57"E	49.77'
L2	S27°29'55"W	37.13'
L3	S27°29'55"W	27.36'
L4	N62°19'11"W	104.01'
(L4)	(N62°21'26"W)	(104.07')
L5	N22°28'04"W	354.55'
(L5)	(N22°28'04"W)	(354.49')
L6	N22°28'04"W	272.58'
L7	N68°33'57"E	128.57'
(L7)	(N68°33'57"E)	(128.61')

PATRICK O. DAUGHERTY SURVEY
 ABSTRACT No. 184

JAMES C. EAVES SURVEY
 ABSTRACT No. 213

JOHN BIGON & MARY BIGON
 EXHIBIT A
 1.440 ACRES
 DOC. NO. 2018004729
 O.P.R.W.C.T.
 2.787 ACRES &
 2.960 AC.
 (REMAINDER OF
 72.15 ACRES)
 VOL. 558, PG. 77
 D.R.W.C.T.

WILLIAMSON COUNTY, TEXAS
 1.62 ACRES
 DOC. NO. 2019125083
 O.P.R.W.C.T.

STATE OF TEXAS
 0.660 ACRES
 DOC. NO. 2014029873
 O.P.R.W.C.T.

U.S. 79
 (VARIABLE WIDTH R.O.W.)

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	18°02'00"	1,355.00'	426.47'	424.72'	S33°29'51"E
(C1)	(18°02'00")	(1,355.00')	(426.47')	(424.72')	(S33°30'23"E)
C2	12°03'45"	1,355.00'	285.27'	284.74'	S18°26'59"E

INLAND GEODETICS
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD. STE. 103
 ROUND ROCK, TX. 78681
 PH. (512) 238-1200, FAX (512) 238-1251
 FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
JOHN BIGON and wife, MARY BIGON
 WILLIAMSON COUNTY
 SCALE 1" = 200'
 PROJECT FM 3349

PARCEL 89
 PAGE 3 OF 5

PLAT TO ACCOMPANY DESCRIPTION

03-24-2021

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. 2066432-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE NOVEMBER 3, 2020, ISSUE DATE NOVEMBER 18, 2020.

10C. ELECTRIC AND TELEPHONE LINE(S) EASEMENT AND AGREEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 239, PAGE 75, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2007021721 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

D. ELECTRIC AND TELEPHONE LINE(S) EASEMENT AND AGREEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 239, PAGE 80, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2007021720 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

E. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 303, PAGE 182, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

F. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 348, PAGE 384, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

G. WATER LINE(S) EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 563, PAGE 504, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 640, PAGE 91, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.


I. COMMUNICATIONS LINE(S) EASEMENT TO GTE SOUTHWEST, INC. RECORDED IN DOCUMENT NO. 9748225, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

J. PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2008042851, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS LOCATION CAN NOT BE LOCATED.

K. TERMS, CONDITIONS, AND STIPULATIONS OF THE RESOLUTION NO. 2006-27R OF THE CITY OF HUTTO RECORDED IN DOCUMENT NO. 2006045188 AND DOCUMENT NO. 2006042885, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. TERMS, CONDITIONS, AND STIPULATIONS IN THE PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2008042852, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

M. TERMS, CONDITIONS, AND STIPULATIONS IN THE EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2009042802, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

	PARCEL PLAT SHOWING PROPERTY OF JOHN BIGON and wife, MARY BIGON		PARCEL 89 PAGE 4 OF 5
	SCALE 1" = 200'	WILLIAMSON COUNTY	

PLAT TO ACCOMPANY DESCRIPTION

03-24-2021

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	↔	DENOTES COMMON OWNERSHIP
⊠	IRON ROD WITH ALUMINUM CAP FOUND STAMPED "WILCO ROW-5777"	P.O.B.	POINT OF BEGINNING
⊠	TxDOT TYPE II CONCRETE MONUMENT FOUND	P.O.R.	POINT OF REFERENCE
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	()	RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
— —	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

N. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT REGARDING ORDINANCE NO. 2012-19 RECORDED IN DOCUMENT NO. 2012057357, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS 1.440 ACRE TRACT.

O. TERMS, CONDITIONS, AND STIPULATIONS IN THE DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2012057885, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO DEVELOPMENT AGREEMENT

T. TERMS, CONDITIONS, EASEMENTS, AND STIPULATIONS IN THE PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2017099723, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS 2.787 ACRE REMAINDER TRACT.

U. TERMS, CONDITIONS, EASEMENTS, AND STIPULATIONS IN THE PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2018015046, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS 2.960 ACRE REMAINDER TRACT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 17 June 2021



M. STEPHEN TRUESDALE DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
 LICENSED STATE LAND SURVEYOR
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681

<p>INLAND GEODETICS PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD, STE. 103 ROUND ROCK, TX 78681 PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00</p>	PARCEL PLAT SHOWING PROPERTY OF JOHN BIGON and wife, MARY BIGON		PARCEL 89
	SCALE 1" = 200'	WILLIAMSON COUNTY	

Deed Report

Thu Jun 17 12:51:23 2021

Deed Name: PARCEL 89-BIGON-DESC CLOSURE

Starting Coordinates: Northing 10205479.50, Easting 3264102.80

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
N 68°33'57" E	49.77	LINE					
S 42°31'49" E	601.71	LINE					
S 33°29'51" E	424.72	CURVE R	1355.00	426.47	18°02'00"	215.01	
							Rad-In: S 47°29'09" W Rad-Out: S 65°31'09" W
S 18°26'59" E	284.74	CURVE R	1355.00	285.27	12°03'45"	143.16	
							Rad-In: S 65°31'09" W Rad-Out: S 77°34'53" W
S 27°29'55" W	37.13	LINE					
S 27°29'55" W	27.36	LINE					
S 77°19'36" W	204.43	LINE					
N 62°19'11" W	104.01	LINE					
N 22°28'04" W	566.73	LINE					
N 22°28'04" W	354.55	LINE					
N 22°28'04" W	272.58	LINE					

Ending Coordinates: Northing 10205479.50, Easting 3264102.80

Area: 313053.02 S.F., 7.1867 Acres

Total Perimeter Distance> 2930.01

Closure Error Distance> 0.0035 Error Bearing> N 39°06'31" W

Closure Precision> 1 in 834113.4

Deed Report

Thu Jun 17 12:53:55 2021

Deed Name: PARCEL 89-EXHIBIT CLOSURE

Starting Coordinates: Northing 10175976.02, Easting 3194614.58

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
N 68°33'57" E	49.77	LINE					
S 42°31'49" E	601.71	LINE					
S 33°29'51" E	424.72	CURVE R	1355.00	426.47	18°02'00"	215.01	
							Rad-In: S 47°29'09" W Rad-Out: S 65°31'09" W
S 18°26'59" E	284.74	CURVE R	1355.00	285.27	12°03'45"	143.16	
							Rad-In: S 65°31'09" W Rad-Out: S 77°34'53" W
S 27°29'55" W	37.13	LINE					
S 27°29'55" W	27.36	LINE					
S 77°19'36" W	204.43	LINE					
N 62°19'11" W	104.01	LINE					
N 22°28'04" W	566.73	LINE					
N 22°28'04" W	354.55	LINE					
N 22°28'04" W	272.58	LINE					

Ending Coordinates: Northing 10175976.02, Easting 3194614.58

Area: 313053.02 S.F., 7.1867 Acres

Total Perimeter Distance> 2930.01

Closure Error Distance> 0.0035 Error Bearing> N 39°06'32" W

Closure Precision> 1 in 834110.0

REAL ESTATE CONTRACT
Corridor Southeast Loop – Segment 3

THIS REAL ESTATE CONTRACT (“Contract”) is made by and between JOHN ARTHUR BIGON, JR and JAMES ALAN BIGON as Independent Co-Executors of the Estates of JOHN A. BIGON, SR., Deceased and MARY BIGON, Deceased (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 1.080 acre (47,021 Sq. Ft.) tract of land in the James C. Eaves Survey Survey, Abstract No. 213 in Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 93—Part 1**); and

An Easement over, under, and across that certain 0.513 acre (22,331 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “B”, attached hereto and incorporated herein (**Parcel 93E**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the “Property”), and any improvements situated on and attached to the Property described in Exhibits “A-B” not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibits' "A-B", and any damage to or cost to cure the remaining property of Seller shall be the sum of TWO HUNDRED SIXTY THOUSAND and 00/100 Dollars (\$260,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Independence Title Company on or before December 13, 2023, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all leases and monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Deliver to Purchaser a duly executed and acknowledged Easement conveying all associated rights listed in the Easement as shown in Exhibit "D"

(4) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLERS:

John Arthur Bigon, Jr.
John Arthur Bigon, Jr, Independent
Co-Executor of the Estates of John A.
Bigon, Sr, Deceased and Mary Bigon,
Deceased

Date: 11-14-23

Address: 12501 Hwy. 79
Taylor, Tx. 76574

James Alan Bigon
James Alan Bigon, Independent
Co-Executor of the Estates of John A.
Bigon, Sr, Deceased and Mary Bigon,
Deceased

Date: 11-14-23

Address: 3510 Ogden Cv.
Round Rock, Tx. 78664

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT _____
PROPERTY DESCRIPTION FOR PARCEL 93

DESCRIPTION OF A 1.080 ACRE (47,021 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER PORTION OF THAT CALLED 72.15 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO JOHN BIGON AND WIFE, MARY BIGON RECORDED IN VOLUME 558, PAGE 77 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.080 ACRE (47,021 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10,178,062.38, E=3,193,077.33 TxSPC Zone 4203) set, in the proposed easterly Right-of-Way (ROW) line of County Road (C.R.) 101 (variable width ROW), being the northerly boundary line of said remainder portion of the 72.15 acre tract, same being in the southerly boundary line of the remainder of that called 76 acre tract of land described in Special Warranty Deed to Fuessel Holdings LLC recorded in Document No. 2012081610 of the Official Public Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found, being the northeasterly corner of said remainder portion of the 72.15 acre tract, same being the southeasterly corner of said remainder of the 76 acre tract, bears with the common boundary line of said remainder portion of the 72.15 acre tract and said remainder of the 76 acre tract, N 68°33'57" E, at a distance of 1,723.53 feet;

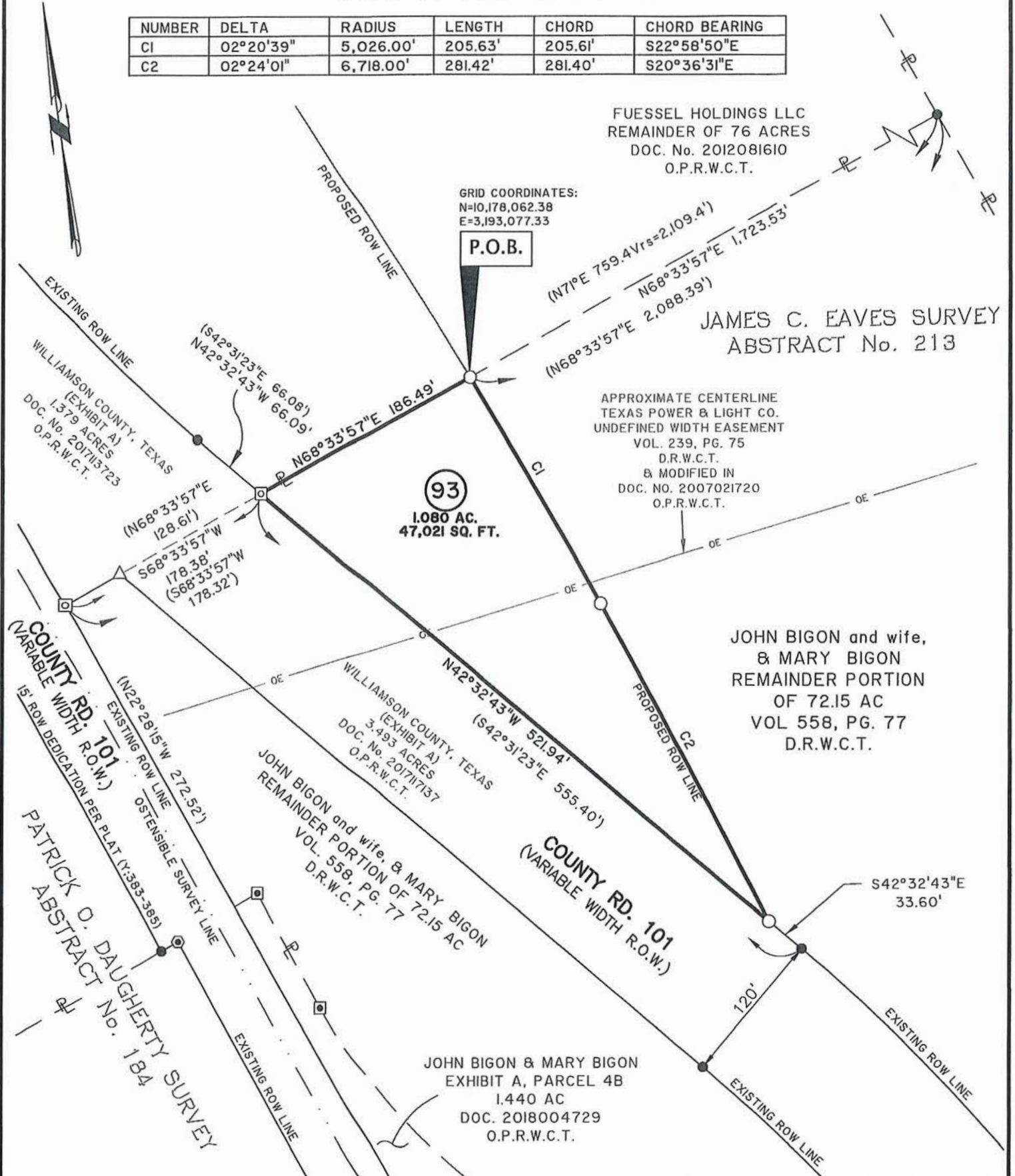
THENCE, departing said remainder of the 76 acre tract, through the interior of said remainder portion of the 72.15 acre tract, with said proposed easterly ROW line, the following two (2) courses:

- 1) Along a curve to the right, having a delta angle of 02°20'39", a radius of 5,026.00 feet, an arc length of 205.63 feet, and a chord which bears S 22°58'50" E, for a distance of 205.61 feet to an iron rod with aluminum cap stamped "ROW 4933" set, for the beginning of a compound curve;
- 2) Along said curve to the right, having a delta angle of 02°24'01", a radius of 6,718.00 feet, an arc length of 281.42 feet and a chord which bears S 20°36'31" E, for a distance of 281.40 feet to an iron rod with aluminum cap stamped "ROW 4933" set in the existing easterly ROW line of said C.R. 101 (variable width ROW), being the easterly line of that 3.493 acre ROW tract (Exhibit A,) described in Deed to Williamson County, Texas recorded in Document No. 2017117137 of the Official Public Records of Williamson County, Texas, for the southerly corner of the herein described parcel, and from which, a 1/2" iron rod found being a point of tangency in said existing easterly ROW line, same being in the westerly boundary line of said remainder portion of the 72.15 acre tract, bears S 42°32'43" E, at a distance of 33.60 feet;
- 3) **THENCE**, departing said proposed easterly ROW line, with said existing ROW line, being the common boundary line of said remainder portion of the 72.15 acre tract, and said 3.493 acre ROW tract, N 42°32'43" W, for a distance of 521.94 feet to an iron rod with aluminum cap stamped "WILCO ROW 5777" found, being the northwesterly corner of said remainder portion of the 72.15 acre tract, same being the northeasterly corner of said 3.493 acre ROW tract, also being the southwestly corner of said remainder of the 76 acre tract and the southeasterly corner of that called 1.379 acre ROW tract (Exhibit A) described in Deed to Williamson County, Texas, recorded in Document No. 2017113723 of the Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel, and from which, an iron rod found in said existing easterly ROW line, being in the easterly line of said 1.379 acre ROW tract, same being the westerly boundary line of said remainder of the 76 acre tract, bears N 42°32'43" W, at a distance of 66.09 feet;

PLAT TO ACCOMPANY DESCRIPTION

05-20-21

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°20'39"	5,026.00'	205.63'	205.61'	S22°58'50"E
C2	02°24'01"	6,718.00'	281.42'	281.40'	S20°36'31"E



INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200 FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
JOHN BIGON and wife, MARY BIGON
WILLIAMSON COUNTY
PROJECT FM 3349

PARCEL 93
PAGE 3 OF 4

PLAT TO ACCOMPANY DESCRIPTION

05-20-21

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	↔	DENOTES COMMON OWNERSHIP
◻	IRON ROD WITH ALUMINUM CAP FOUND STAMPED "WILCO ROW-5777"	P.O.B.	POINT OF BEGINNING
◼	TxDOT TYPE II CONCRETE MONUMENT FOUND	P.O.R.	POINT OF REFERENCE
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	()	RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
— —	LINE BREAK	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. 2064374-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 28, 2020, ISSUE DATE NOVEMBER 5, 2020.

10A. ELECTRIC AND TELEPHONE LINE(S) EASEMENT AND AGREEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 239, PAGE 75, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2007021721 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

B. ELECTRIC AND TELEPHONE LINE(S) EASEMENT AND AGREEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 239, PAGE 80, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2007021720 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

C. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 303, PAGE 182, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

D. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 348, PAGE 384, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

E. WATER LINE(S) EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 563, PAGE 504, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

F. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 640, PAGE 91, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

G. PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2008042851, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. TERMS, CONDITIONS, AND STIPULATIONS OF THE RESOLUTION NO. 2006-27R OF THE CITY OF HUTTO RECORDED IN DOCUMENT NO. 2006045188 AND DOCUMENT NO. 2006042885, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. TERMS, CONDITIONS, AND STIPULATIONS IN THE DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2012057885, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

J. TERMS, CONDITIONS, EASEMENTS, AND STIPULATIONS IN THE PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2017099723, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE DETERMINED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 17 June 2021



M. STEPHEN TRUESDALE DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
 LICENSED STATE LAND SURVEYOR
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681

<p>INLAND GEODETICS PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00</p>	PARCEL PLAT SHOWING PROPERTY OF JOHN BIGON and wife, MARY BIGON		PARCEL 93
	SCALE 1" = 100'	WILLIAMSON COUNTY	PROJECT FM 3349

Commissioners Court - Regular Session

58.

Meeting Date: 12/05/2023

CR 255 Purchase Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a purchase contract with Hugh W. Bierbower and Marie A. Hamilton for 0.279 AC needed as right of way on the CR 255 project (Parcel 48). Funding Source: TANS P588

Background

Fiscal Impact

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

Attachments

contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/30/2023

Reviewed By

Becky Pruitt

Date

11/30/2023 11:26 AM

Started On: 11/29/2023 05:04 PM

REAL ESTATE CONTRACT

CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **HUGH W. BIERBOWER AND MARIE A. HAMILTON** (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 0.279-acres (11,907 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 48**):

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 Exhibits "A & B" shall be the sum of TWENTY-SEVEN THOUSAND and 00/100 Dollars (\$27,000.00).

2.01.1. As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of EIGHT THOUSAND TWO HUNDRED TEN and 00/100 Dollars (\$8,210.00).

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 the 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 December 22, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.
- (d) It is expressly understood and agreed that the seller is retaining title to the following improvements located on the Property, to wit: Gate/Fence improvements.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid for by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by the Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 255 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLERS:




Hugh W. Bierbower

Address: 650 C. R. 289

GEORGETOWN TX 78633

Date: 11-28-23



Marie A. Hamilton

Date: 11-28-23

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

**0.273 ACRE RIGHT-OF-WAY PARCEL NO. 48
HUGH W. BIERBOWER AND MARIE A. HAMILTON
PORTION OF
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.279ACRES (APPROXIMATELY 11,907 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 15, BIG VALLEY SUBDIVISION, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET "E", SLIDE 337-339, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.273 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northeast corner of the herein described tract, the Northeast corner of said Lot 15, a called 11.15 acre tract, the Southeast corner of that certain called 3.0 acre tract as conveyed in the deed to Steven A. Tomlinson, Jr. filed of record in document number 2017004586, Official Public Records, Williamson County, Texas a ½ inch iron rod found in the West right of way line of South County Road 289 (variable width right-of-way);

THENCE South 21°30'21" East with the East line of said Lot 15, a called 11.15 acre tract and the West right-of-way line of said South County Road 289 a distance of 407.57 feet to the Southeast corner of the herein described tract, the southeast corner of said Lot 15, the intersection of the West right of way line of said County Road 289 and the North right of way line of Big Valley Spur;

THENCE South 72°30'13" West with the south line of said Lot 15, a called 11.15 acre tract and the North right of way line of said Big Valley Spur, a distance of 41.11 feet to the Southwest corner of the herein described tract a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" from which a 1/2 inch iron rod found at the southwest corner of said Lot 15 tract bears South 72°30'13" West a distance of 1211.70 feet;

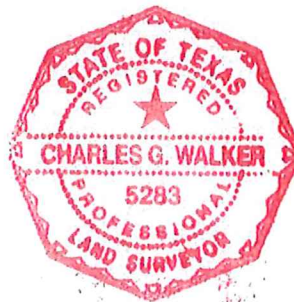
THENCE in a Northwesterly direction across said called 11.15 acre tract with a curve to the right an arc distance of 145.34 feet (having a radius of 6,568.00 feet, a chord bearing of North 18°05'56" West, a chord distance of 145.34 feet, a delta angle of 1°16'04") to a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" at the point of reverse curvature;

THENCE in a northwesterly direction across said called 11.15 acre tract with a curve to the left an arc distance of 260.62 feet (having a radius of 6,432.00 feet, a chord bearing of North 18°37'33" West, a chord distance of 260.61 feet, a delta angle of 2°19'18") to the northwest corner of the herein described tract, set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the North line of said Lot 15 called 11.15 acre tract and the South line of said Tomlinson called 3.0 acre tract from which a bent 3/8 inch iron rod found at the northwest corner of said Lot 15 bears South 70°27'09" West a distance of 1,243.56 feet;

THENCE North 70°27'09" East with the North line of said Lot 15, a called 11.15 acre tract and the South line of said Tomlinson tract a distance of 19.29 feet to the POINT OF BEGINNING and containing 0.273 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 48.

Charles G. Walker Date: October 27, 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 0.273 ACRES (APPROXIMATELY 11,907 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 15, BIG VALLEY SUBDIVISION, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET "E", SLIDE 337-339, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:

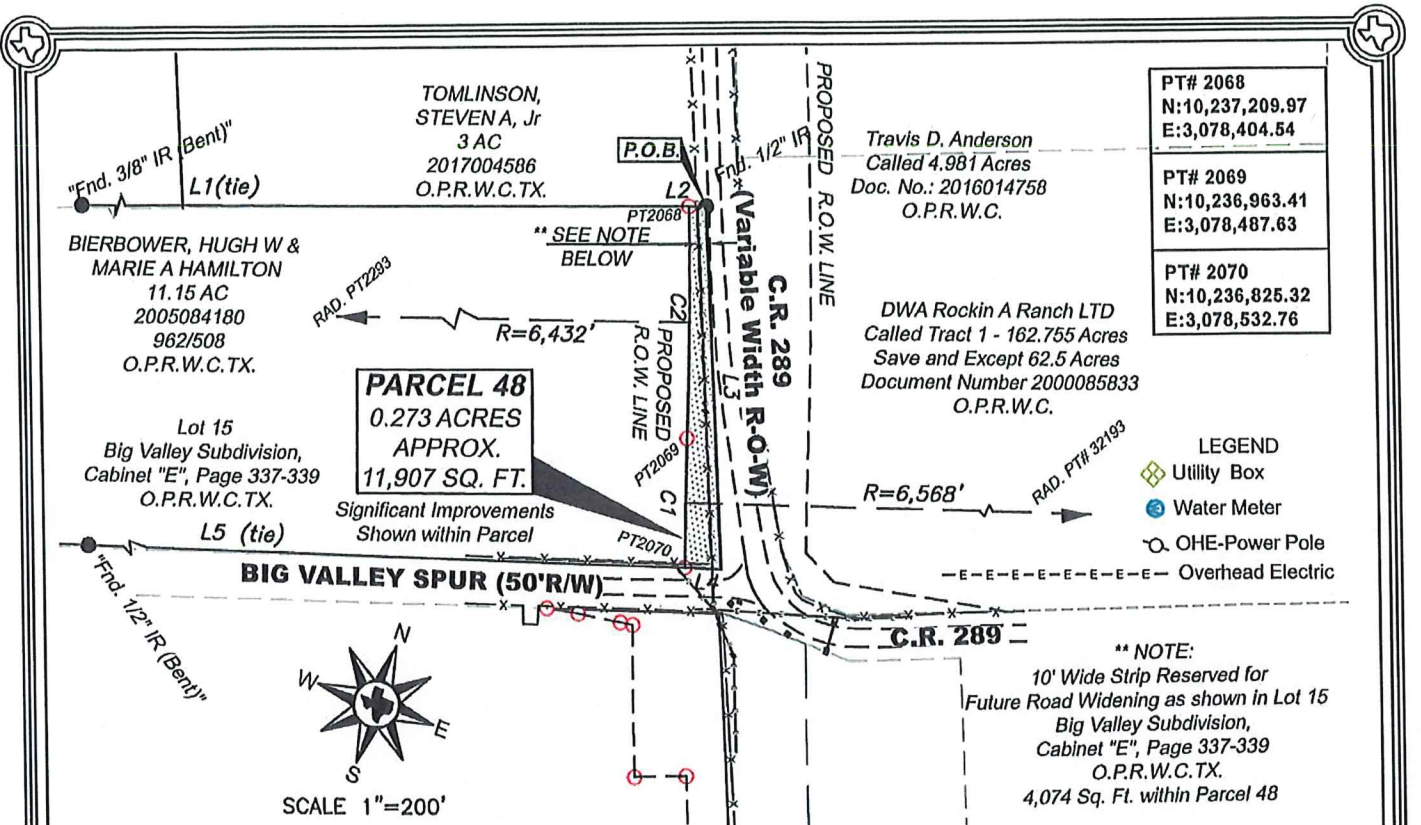
Only those easements and that information listed in Title Commitment File No. GT2301765 issued by Texan Title Insurance Company on May 24, 2023, 8:00am, with an effective date of May 18, 2023, 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other 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.

10.0

- a. A 50' front building setback line and a 20" side building setback line as per plat recorded in Cabinet E, Slides 337=339, Plat Records, Williamson County, Texas. (Does affect per plat)
- b. A 5' public utility easement along all sides of all lots as per plat recorded in Cabinet E, Slides 337=339, Plat Records, Williamson County, Texas. (Does affect per plat)
- c. A 10' surface drainage easement along all sides of all lots as per plat recorded in Cabinet E, Slides 337=339, Plat Records, Williamson County, Texas. (Does affect per plat)
- g. Telephone Company Right of Way Easement dated January 1, 1981, executed by Mr. William Daniels and Lora Mae Anderson to Mid-Sale Telephone Company, recorded in Volume 826, Page 349, Deed Records, Williamson County, Texas. (Does affect)
- h. Easement dated December 9, 1983, executed by Ralph L. Stapper and John Stapper to Pedernales Electric Cooperative, Inc., recorded in Volume 963, Page 256, Deed Records, Williamson County, Texas. (Does affect)
- i. Utility Easement dated October 3, 2014, executed by HughW. Bierbower and Marie A. Hamilton to Pedernales Electric Cooperative, Inc., recorded under Document No. 2014083543, Official Records, Williamson County, Texas. (Does affect)

<u>LEGEND</u>	
○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
● _{M-H-S}	1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
P.R.W.C.T.	PLAT RECORDS WILLIAMSON CO., TX.
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON CO., TX.
()	RECORD INFORMATION





CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	6568.00'	145.34'	145.34'	N 18°05'56" W	1°16'04"
C2	6432.00'	260.62'	260.61'	N 18°37'33" W	2°19'18"

LINE	BEARING	DISTANCE
L1	S 70°27'09" W	1243.56'
L2	N 70°27'09" E	19.29'
L3	S 21°30'21" E	407.57'
L4	S 72°30'13" W	41.11'
L5	S 72°30'13" W	1211.70'
L6	S 71°54'04" W	6568.00'
L7	N 71°22'27" E	6432.00'

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

Charles G. Walker

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: October 27, 2023
DRAWING NO.: 0750504-02-PARCEL 48
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 4 OF 4

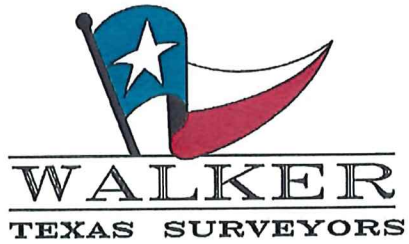


Exhibit "B"

Parcel 5

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 **HUGH W. BIERBOWER and MARIE A. HAMILTON**, 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 0.279-acre (11,907 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 48**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2023.

[signature page follows]

GRANTOR:

MARIE A. HAMILTON

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2023 by MARIE A. HAMILTON in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session

59.

Meeting Date: 12/05/2023

CR 178 Quitclaim Release of Roadway Easement

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 Quitclaim Release of Roadway Easement for a portion of CR 178, a publicly dedicated, variable width right of way totaling 1.311 acres in the City of Cedar Park, Texas.

Background

Fiscal Impact

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

Attachments

quitclaim

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/30/2023

Reviewed By

Becky Pruitt

Date

11/30/2023 11:27 AM

Started On: 11/29/2023 05:06 PM

QUITCLAIM RELEASE OF ROADWAY EASEMENT

CR 178 Right of Way

Date: _____, 2023

Releasor/Easement Owner: WILLIAMSON COUNTY, TEXAS

Releasor's Mailing Address (including county):

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

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (with any improvements):

An easement for public roadway purposes in, over, across and upon that portion of property as described and shown in Exhibit "A" attached hereto and made a part hereof for all purposes.

For valuable consideration, the receipt of which is hereby acknowledged, Releasor/Easement Owner Williamson County does abandon, release, discharge, and quitclaim all of its right, title, and interest in and to the Property forever. Neither Releasor/Easement Owner nor its successors or assigns shall have, claim, or demand any right or title in and to the Property or any part of it whatsoever.

This Quitclaim is made subject to the continued rights of existing utilities, if any, as provided by law, and any required adjustment will be at no cost to the Releasor. In addition, this Quitclaim is subject to all matters of public record and to all easements, leases, agreements or licenses, or other interests which affect the Property, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession.

This Quitclaim Release of Easement is given specifically and to release the public roadway easement across the property shown on Exhibit "A" held by Williamson County for the benefit of the traveling public.

When the context requires, singular nouns and pronouns include the plural.

[signature page follows]



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724

Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

EXHIBIT "A"

RIGHT-OF-WAY VACATION

1.311 ACRES

WASHINGTON ANDERSON SURVEY, ABSTRACT NO. 15

JOHN H. DILLARD SURVEY, ABSTRACT NO. 179

WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 1.311 ACRES (APPROXIMATELY 57,092 SQ. FT.) IN THE WASHINGTON ANDERSON SURVEY, ABSTRACT NO. 15 AND IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF COUNTY ROAD 178, A PUBLICLY DEDICATED, VARIABLE WIDTH RIGHT-OF-WAY; SAID 1.311 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with "CS, LTD" cap found in the southwest intersection of the right-of-way lines of said County Road 178 and Ranch-to-Market 1431 (aka East Whitestone Blvd.) (public right-of-way varies), for the northeast corner of a 3.110 acre tract, being a portion of a 94.889 acre tract conveyed to RR Whitestone, LP and recorded as Tract 2 in Document No. 2018114133 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch rebar found in the south right-of-way line of said Ranch-to-Market 1431 for the northwest corner of said 3.110 acre tract, same being the northeast corner of that called 4.464 acre tract conveyed to Cleo Bay Imports, as recorded in Document No. 2006071402 of the Official Public Records of Williamson County, Texas, bears with a curve to the left, having a radius of 5629.58 feet, an arc length of 504.11 feet and a chord, which bears South 56°15'37" West a distance of 503.94 feet;

THENCE over and across said County Road 178, with a curve to the right, having a radius of 5629.58 feet, an arc length of 89.83 feet and a chord, which bears **North 59°08'54" East** a distance of **89.83 feet**, to a 1/2-inch rebar found in the southeast intersection of the right-of-way lines of said County Road 178 and said Ranch-to-Market 1431 and the northeast corner hereof, same being the north corner of a 91.779 acre tract, being a portion of said 94.889 acre tract and recorded as Tract 1 in Document No. 2018114133 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch rebar found for a point of tangency in the north line of said 91.779 acre tract, bears with a curve to the right, having a radius of 5629.58 feet, an arc length of 202.06 feet and a chord, which bears North 60°43'26" East a distance of 202.05 feet;

THENCE with the easterly right-of-way line of said County Road 178, same being the westerly line of said 91.779 acre tract, the following twelve (12) courses and distances:

1. **South 49°43'41" West**, a distance of **7.66 feet** to a concrete nail found at the base of a 4-inch post found;
2. **South 42°52'58" West**, a distance of **9.57 feet** to a 1/2-inch rebar with cap stamped "CS, LTD" found;
3. **South 34°45'48" West**, a distance of **19.28 feet** to a 1/2-inch rebar with cap stamped "CS, LTD" found;
4. **South 29°27'18" West**, a distance of **20.81 feet** to a 1/2-inch rebar found;
5. **South 19°24'28" West**, a distance of **525.53 feet** to a 1/2-inch rebar found;
6. **South 29°30'52" West**, a distance of **70.65 feet** to a concrete nail found in the top of a 6-inch post;
7. **South 33°32'18" West**, a distance of **67.08 feet** to a 1/2-inch rebar with "CS, LTD" cap found;
8. **South 34°23'21" West**, a distance of **23.71 feet** to a 60D nail found in the top of a 6-inch post;
9. **South 33°57'52" West**, a distance of **30.00 feet** to a 1/2-inch rebar found;
10. **South 28°45'57" West**, a distance of **455.33 feet** to a 1/2-inch rebar found;
11. **South 38°38'27" West**, a distance of **130.86 feet** to a 31-inch Pecan tree;
12. **South 34°35'27" West**, a distance of **22.10 feet** to a calculated point for the south corner hereof, from which a 1/2-inch rebar with "Chaparral" cap set, bears South 34°35'27" West, a distance of 56.35 feet;

THENCE North 59°06'51" West, over and across said County Road 178, a distance of **40.87 feet** to a 6-inch Pecan tree found in the westerly right-of-way line of said County Road 178 for the west corner hereof, same being the south corner of said 3.110 acre tract;

THENCE with the westerly right-of-way line of said County Road 178, same being the easterly line of said 3.110 acre tract, the following eight (8) courses and distances:

1. **North 35°17'09" East**, a distance of **43.51 feet** to a 1/2-inch rebar with "Chaparral" cap set;
2. **North 38°45'09" East**, a distance of **109.37 feet** to a 1/2-inch rebar with "Chaparral" cap set;
3. **North 30°13'09" East**, a distance of **99.50 feet** to a 1/2-inch rebar with "Chaparral" cap set;
4. **North 27°17'09" East**, a distance of **327.57 feet** to a 1/2-inch rebar with "Chaparral" cap set;
5. **North 30°28'09" East**, a distance of **12.60 feet** to a 1/2-inch rebar found;
6. **North 30°36'54" East**, a distance of **56.13 feet** to a 1/2-inch rebar with "CS, LTD" cap found;
7. **North 35°07'09" East**, a distance of **140.02 feet** to a 1/2-inch rebar found;
8. **North 19°34'21" East**, a distance of **514.03 feet** to the **POINT OF BEGINNING**, containing **1.311 acres** of land, more or less.

Surveyed on the ground September 18, 2018.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 229-044-ROW.

Paul J. Flugel

6-14-21

Paul J. Flugel
Registered Professional Land Surveyor
State of Texas No. 5096
TBPELS Firm No. 10124500



SKETCH TO ACCOMPANY A DESCRIPTION OF 1.311 ACRES (APPROXIMATELY 57,092 SQ. FT.)
 IN THE WASHINGTON ANDERSON SURVEY, ABSTRACT NO. 15 &
 THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, WILLIAMSON COUNTY, TEXAS,
 BEING A PORTION OF COUNTY ROAD 178, A VARIABLE WIDTH, PUBLIC RIGHT-OF-WAY.

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD	(RECORD CHORD)
C1	5629.58'	0°54'51"	89.83'	N59°08'54"E	89.83'	
C2	5629.58'	5°07'50"	504.11'	S56°15'37"W	503.94'	(S58°30'58"W 503.93')
C3	5629.58'	2°03'23"	202.06'	N60°43'26"E	202.05'	(N63°02'31"E 201.95')

EAST WHITESTONE BLVD.
 (PUBLIC RIGHT-OF-WAY VARIES)

POINT OF BEGINNING

CONCRETE NAIL FOUND
 AT BASE OF 4" POST



1" = 100'

91.779 ACRES

(TRACT 1)
 RR WHITESTONE, LP
 (2018114133)

RIGHT-OF-WAY VACATION
 1.311 ACRES
 APPROX. 57,092 SQ. FT.

WASHINGTON
 ANDERSON SURVEY
 ABSTRACT NO. 15

3.110 ACRES

(TRACT 2)
 RR WHITESTONE, LP
 (2018114133)

(S21°47'46"W 525.24')
 S19°24'28"W 525.53'
 (N21°50'26"E 514.11')
 N19°34'21"E 514.03'
 (PUBLIC R.O.W. VARIES)
 C.R. 178

CLEO BAY IMPORTS
 (4.464 ACRES)
 (2006071402)



Paul J. Flugel
 6-14-21

CONCRETE NAIL FOUND
 IN TOP OF 6" POST

BEARING BASIS: THE TEXAS COORDINATE
 SYSTEM OF 1983 (NAD83), CENTRAL ZONE,
 BASED ON GPS SOLUTIONS FROM THE
 NATIONAL GEODETIC SURVEY (NGS) ON-LINE
 POSITIONING USER SERVICE (OPUS)

ATTACHMENTS: METES AND BOUNDS
 DESCRIPTION 229-044-ROW

DATE OF SURVEY: 09/18/18
 PLOT DATE: 06/14/21
 DRAWING NO.: 229-044-ROW
 PROJECT NO.: 229-044
 T.B.P.E.L.S. FIRM NO. 10124500
 DRAWN BY: PAQ
 SHEET 1 OF 2

Chaparral



1" = 100'

WASHINGTON
ANDERSON SURVEY
ABSTRACT NO. 15

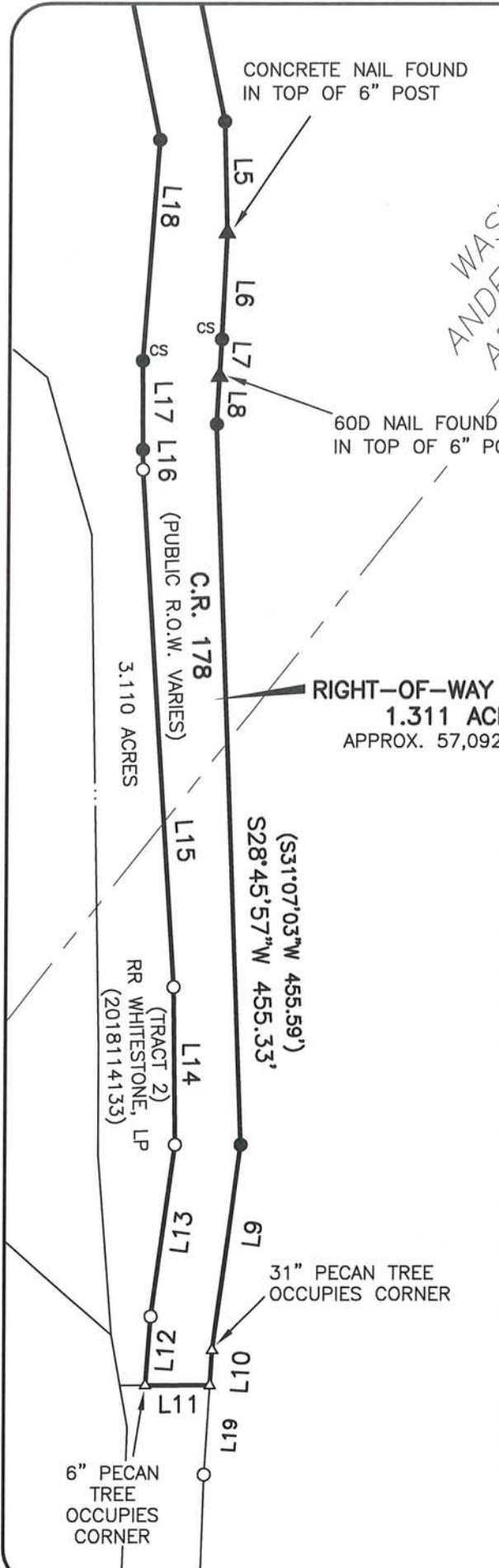
JOHN H.
DILLARD SURVEY
ABSTRACT NO. 179

(91.779 ACRES)

(TRACT 1)
RR WHITESTONE, LP
(2018114133)

LEGEND	
●	1/2" REBAR FOUND
● ^{CS}	1/2" REBAR WITH "CS LTD" CAP FOUND
▲	60D NAIL FOUND (OR AS NOTED)
○	1/2" REBAR WITH "CHAPARRAL" CAP SET
△	CALCULATED POINT
()	RECORD INFORMATION

LINE TABLE			
LINE	BEARING	DISTANCE	(RECORD)
L1	S49°43'41"W	7.66'	(N51°42'38"E 7.58')
L2	S42°52'58"W	9.57'	(N45°13'34"E 9.68')
L3	S34°45'48"W	19.28'	(N37°21'03"E 19.17')
L4	S29°27'18"W	20.81'	(N31°45'33"E 21.00')
L5	S29°30'52"W	70.65'	(N30°46'23"E 70.64')
L6	S33°32'18"W	67.08'	(N36°20'41"E 67.09')
L7	S34°23'21"W	23.71'	(N35°40'58"E 23.80')
L8	S33°57'52"W	30.00'	(N36°37'15"E 29.83')
L9	S38°38'27"W	130.86'	(N40°55'44"E 131.00')
L10	S34°35'27"W	22.10'	
L11	N59°06'51"W	40.87'	
L12	N35°17'09"E	43.51'	(S37°33'48"W 43.51')
L13	N38°45'09"E	109.37'	(S41°01'48"W 109.36')
L14	N30°13'09"E	99.50'	(S32°29'48"W 99.49')
L15	N27°17'09"E	327.57'	(S29°33'48"W 327.54')
L16	N30°28'09"E	12.60'	(S32°44'48"W 12.60')
L17	N30°36'54"E	56.13'	(S32°56'37"W 56.14')
L18	N35°07'09"E	140.02'	(S37°21'05"W 140.04')
L19	S34°35'27"W	56.35'	



RIGHT-OF-WAY VACATION
1.311 ACRES
APPROX. 57,092 SQ. FT.

(S31°07'03"W 455.59')
S28°45'57"W 455.33'

RR WHITESTONE, LP
(TRACT 2)
(2018114133)

6" PECAN TREE
OCCUPIES
CORNER

31" PECAN TREE
OCCUPIES CORNER

Chaparral

Meeting Date: 12/05/2023

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.
- t) Discuss the acquisition of real property for CR 258.
- u) Discuss the acquisition of real property for Southwestern Blvd.

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
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/30/2023

Reviewed By

Becky Pruitt

Date

11/30/2023 11:29 AM

Started On: 11/29/2023 05:34 PM

Commissioners Court - Regular Session

61.

Meeting Date: 12/05/2023

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: 11/30/2023

Reviewed By

Becky Pruitt

Date

11/30/2023 11:29 AM

Started On: 11/29/2023 05:35 PM