## NOTICE TO THE PUBLIC WILLIAMSON COUNTY COMMISSIONERS COURT

#### Commissioners Courtroom 710 S. Main Street, Georgetown October 1, 2024 9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in Regular Session at the above location, date, and time to consider the items set forth below. It is the intent of the Commissioners Court to have a quorum physically present at the meeting. Up to two (2) Commissioners Court members may participate by videoconference call in accordance with the Texas Open Meetings Act.

- **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 – 15 )

- 3. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction, pursuant to Texas Local Government Code 263.152.
- **4.** 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 09.01.24 through 09.30.24.
- **5.** Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov't Code 263.152, for the period of 09/01/2024 through 09/310/2024.
- 6. Discuss, consider, and take appropriate action on an Amendment to Commercial Real Estate Listing Agreement between Williamson County, Texas and Brinegar Properties to extend the listing agreement from its current expiration date of September 30, 2024 to September 30, 2025 in relation to the sale of the commercial real estate located 747 CR 138, Hutto, Texas pursuant to the terms of said Commercial Real Estate Listing Agreement and in accordance with Texas Local Government Code Section 263.008.

- 7. Discuss, consider and take appropriate action on approving the contract between Williamson County, Texas and Williamson County Economic Development Partnership, Inc. for FY 24-25.
- 8. Discuss, consider, and take appropriate action on approving a purchase between Thomson Reuters and /or West Publishing and the District Attorney's Office for Westlaw Proflex Subscription, pursuant to Order ID: Q-08925212. The term of this agreement is for thirty-six (36) months, with a 5% increase in year two and year three. The monthly charges are as such: Year One \$3,931.01, Year Two \$4,127.56, and Year Three \$4,333.94.
- 9. Discuss, consider, and take appropriate action on approving purchase #202519 between Power DMS, Inc. and Williamson County for PowerPolicy Professional Subscription in the amount of \$60,112.71, and authorizing execution of the purchase. This purchase is exempt from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D)[captive replacement parts or components for equipment].
- Discuss, consider, and take appropriate action on approving the Proposal from Mobile Communications America (MCA) to install security cameras and video decoder add-ons at and Constable Precinct 4 in the amount of \$6,354.44, pursuant to DIR contract #DIR-CPO-4494, and authorizing the execution of the proposals.
- 11. Discuss, consider and take appropriate action approving an amendment for the Nineveh Ministries, Inc extending the contract for Jail to Jobs service, in the not-to-exceed amount of \$48,000.00, from September 30, 2024, to March 31, 2025, and authoring execution of the amendment.
- 12. Discuss, consider, and take appropriate action on approving agreement #2024301 for Heavy Equipment Operator Safety Class, between Randy Plaag d/b/a Training Texas Group and Williamson County in the not-to-exceed amount of Forty-Eight Thousand Eight Hundred Twenty-Five Dollars (\$48,825.00), exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(4) [personal or professional service] and authorizing the execution of this agreement.
- **13.** Discuss, consider and take appropriate action on approval of the preliminary plat for the Hudson Park subdivision Precinct 3.
- **14.** Discuss, consider and take appropriate action on approval for the replat of the Brushy Bend Park, Lot 66 subdivision Precinct 3.
- **15.** Discuss, consider and take appropriate action on approval of the preliminary plat for the Gindin subdivision Precinct 4.

#### **REGULAR AGENDA**

16. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (James Jim "Jimmy" Baskett) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

- 17. Hear a presentation regarding the Rotary Club of Georgetown's 8th Annual Field of Honor®; A Tribute to Service Above Self, presented by Event Chair, Jeanne Cox
- **18.** Discuss, consider and take appropriate action on a Proclamation naming the month of October as Breast Cancer Awareness Month.
- 19. Discuss, consider and take appropriate action on a request by County Court at Law 2 to apply for a Texas Veterans Commission Fund for Veterans' Assistance grant offered by the Texas Veterans Commission to support the Williamson County Veterans Treatment Court program.
- 20. Discuss, consider and take appropriate action on an amendment to the Software License and Services Agreement with Public Health Management Corporation (PHMC) to provide the RANT/DUI and RANT Instrument Acess to support the specialty court programs in County Court at Law 2.
- 21. Discuss, consider and take appropriate action on a program update provided by the Williamson County and Cities Health District (WCCHD) for the Breast Cancer Identification and Treatment Project.
- **22.** Discuss, consider and take appropriate action on a reorganization for Pre-Trial Services using funding set aside during the FY25 budget process.
- 23. Discuss, consider and take appropriate action on the Fiscal Year 2024/2025 Budget Order.
- 24. Discuss, consider, and take appropriate action to approve the Fifth Amendment to the Williamson County Professional Services Agreement for Medical Direction of EMS with Scott & White Clinic and authorizing the execution of the Amendment.
- **25.** Discuss, consider and take appropriate action on approving the renewal of an affiliation agreement between Williamson County EMS and Austin Community College.
- **26.** Discuss, consider, and take appropriate action on approving a price increase for contract #23IFB99 for EMS Medical Supplies for Henry Schein, Inc and authorizing the execution of the amendment.
- 27. Discuss, consider and take appropriate action on approving purchase #2024306 of Election Equipment for Express Votes from Election Systems and Software, LLC for the Williamson County Elections Department, in the amount of \$326,400.00, pursuant to Texas Buyboard contract #710-23.
- 28. Discuss, consider, and take appropriate action on approving the Agreement #202515 between Williamson County and Freelt Data Solutions, Inc. for multiple Rubrik subscriptions for the total amount of \$668,329.60, pursuant to the DIR contract #DIR-CPO-4696, and authorize the execution of the agreement.
- 29. Discuss, consider, and take appropriate action on approving the Agreement #202519 between Williamson County and TT Faster, LLC for Cloud Subscription Software for a term of five (5) years and shall automatically renew for successive one-year periods, for a total of \$122,096.47 pursuant to GSA Contract #:47QTCA23D0054, and authorizing the execution of this agreement.

- 30. Discuss, consider, and take appropriate action on authorizing the amendment for additional scope of work to the existing contract #T1289 for Landscaping for Williamson County Parks Department, with Heart of Texas Landscape & Irrigation Co., in the amount of \$1,320.00 per year and authorizing the execution of the amendment.
- Discuss, consider and take appropriate action on authorizing the extension of contract #21RFP4 for Aramark, for the same pricing, terms and conditions as the existing contract for the first renewal option, beginning September 30, 2024, to September 30, 2025, and authoring execution of the amendment.
- **32.** Discuss, consider and take appropriate action on approving purchase #2024311 for Taser 7 Bundle for Williamson County Sheriff's Office from Axon Enterprise, Inc. in the amount of \$385,167.20, pursuant to Texas BuyBoard Contract #698-23.
- 33. Discuss, consider and take appropriate action on a Statewide Automated Victim Notification Service (SAVNS) Maintenance Grant Contract with the Office of the Attorney General for SAVNS grant program funding for Fiscal Year 2025.
- **34.** Discuss, consider, and take appropriate action on the First Amendment to Contract for Construction Manager At-Risk ("CMAR") Project Delivery between Williamson County and Bartlett-Cocke General Contractors, LLC. (P635).
- 35. Discuss, consider and take appropriate action approving an amendment to the Master Services Agreement (MSA) for the Brandt Companies, LLC extending the contract for electrical service from September 21, 2024, to September 20, 2025, as per Choice Partners Coop Contract # 22/049MF-15, in the not-to-exceed amount of \$500,000.00, and authoring execution of the amendment.
- **36.** Discuss, consider and take appropriate action approving an amendment for the Brandt Companies, LLC extending the contract for HVAC service from September 21, 2024, to September 20, 2025, as per Choice Partners Coop Contract # 22/049MF-15, in the not-to-exceed amount of \$500,000.00, and authoring execution of the amendment.
- **37.** Discuss, consider and take appropriate action approving an amendment for the Brandt Companies, LLC extending the contract for plumbing service from September 21, 2024, to September 20, 2025, and authoring execution of the amendment as per Choice Partners Coop Contract # 22/049MF-15, in the not-to-exceed amount of \$500,000.00, and authoring execution of the amendment.
- **38.** Discuss, consider, and take appropriate action on approving a 2013 Road Bond Transfer to move \$12,898.60 from P290 (2013 Road Bond Non-Departmental) to P258 (IH-35 Study RM 1431 & SH 45).
- **39.** Discuss, consider, and take appropriate action on approving a 2019 Road Bond Transfer to move \$100,000 from P399 (2019 Road Bond Non-Departmental) to P382 (Atlas 14 Mapping).
- **40.** Discuss, consider, and take appropriate action on approving a 2023 Road Bond Transfer to move \$18,200,000 from P659 (Eagles Nest Street Round Rock) to P698 (Eagles Nest Street Round Rock Phase II).

- **41.** Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, RR 122 Holdings, LLC and Williamson County Municipal Utility District No. 46.
- **42.** Discuss, consider, and take appropriate action regarding the Utility Agreement with Manville Water for utility relocations on the CR 404 at FM 973 Project, a Road Bond Project in Commissioner Precinct 4. P:390 Funding Source: Road Bond.
- **43.** Discuss, consider and take appropriate action on a condemnation acquisition settlement agreement with Charles R. Barr, Diane Barr and Clyde Barr to acquire 0.535 ac needed for the Corridor A-2 project. Funding Source: LTP P457
- 44. Discuss, consider and take appropriate action on a real estate contract and leaseback agreement with Norietta J. Schmidt as trustee of the Norietta J. Schmidt Revocable Living Trust to acquire 11.484 ac needed for the Chandler Road /Corridor B project. Funding Source: LTP P457
- **45.** Discuss, consider and take appropriate action on a real estate contract with Hilda J. Peterson, trustee of the Peterson Family Trust- Decedent's Trust B dated 1/4/2000 to acquire 0.148 acres needed or the Corridor A2/Samsung Highway project (Parcel 24A). Funding Source: TANS P588
- 46. Discuss, consider and take appropriate action on a real estate contract with Stagecoach Stop, LTD., a Texas limited partnership to acquire 3 tracts of land totaling 10.999 acres needed on the Corridor F project. Funding Source: LTP P457
- **47.** Discuss, consider and take appropriate action on a real estate contract with RS Stonewall Ranch, LLC, a Texas limited liability company to acquire 1.229 acres needed for the Seward Junction North Loop project (Parcel 24). Funding Source: TANS P588
- **48.** Discuss, consider and take appropriate action on a real estate contract and grazing lease with Theon Ranches, LP, a Texas limited partnership, to acquire 16.844 acres as right of way and 0.101 acres as a drainage easement for the Corridor D project. Funding Source: LTP P457
- **49.** Discuss, consider and take appropriate action on a claim for actual moving expenses with Blake Stifflemire (a tenant) caused by the acquisition of real property required for the construction of the Bagdad Rd. project (Parcel 16). Funding Source: Road Bonds P343
- 50. Discuss, consider and take appropriate action on a claim for actual moving expenses with Melissa Dixon and caused by the acquisition of real property required for the construction of the CR 313 project (Parcel 6). Funding Source: LTP P457
- 51. Discuss, consider and take appropriate action authorizing the purchase of +- 28.53 acres from the Texas Department of Transportation located at 9500 N. Lake Creek Parkway, Austin, Williamson County, Texas 78717.

#### **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)."

- 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 the 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 CR 143
    - c) Discuss the acquisition of real property for County Facilities.
    - d) Discuss the acquisition of real property for CR 255.
    - e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
    - 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 E. Wilco Highway.
    - i) Discuss the acquisition of right-of-way for Corridor A-2.
    - j) Discuss the acquisition of right-of-way for Corridor B
    - k) Discuss the acquisition of right-of-way for Corridor C.
    - I) Discuss the acquisition of right-of-way for Corridor D.
    - m) Discuss the acquisition of right-of-way for Corridor E.
    - n) Discuss the acquisition of right-of-way for Corridor F
    - o) Discuss the acquisition of right-of-way for Corridor H
    - p) Discuss the acquisition of right of way for Corridor J.
    - q) Discuss the acquisition of right of way for Corridor K.
    - r) Discuss the acquisition of right of way for Corridor I.
    - s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
    - t) Discuss the acquisition of right-of-way for CR 313.
    - u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
    - v) Discuss the acquisition of right of way for CR 314.
    - w) Discuss the acquisition of real property for the Seward Junction Loop
    - x) Discuss the acquisition of real property for CR 110N
    - y) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas
    - z) Discuss the acquisition of real property for the Long Range Transportation Plan.
    - aa) Discuss property located at 9500 Lake Creek Parkway Austin, TX 78717
  - bb) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities
  - 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

53. 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 Skyfall
- b) Project SoulBrain
- c) Project School Bus
- d) Project Lunch Lady
- 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. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
- 12. 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
- 13. 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
- 14. 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
- 15. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division

- 16. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health District, et al.; In the United States District Court for the Western District of Texas, Austin Division
- 17. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480  $^{\rm th}$  Judicial District Court; Williamson County, Texas
- 18. Cause No. 23-0195-C425; Maria Barroyeta Rojas v. Paul Schmidt, et al.; In the 425<sup>th</sup> Judicial District Court of Williamson County, Texas
- 19. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas

#### c. Administrative Complaints:

#### d. Claims:

1. Claim No. 02172024-560-225 - auto liability claim from Juan Carlos Gomez-Jaramillo for incident occurring on or about February 17, 2024 at or near 3417 Sam Bass Road, Round Rock, Texas 78681.

#### 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, laws and proceedings pertaining to attorney client privileged communications relating to county business.
- 4. Legal matters pertaining to the CJC North Roof Replacement Project and Contract for Construction Between Williamson County, Texas, and Texas Fifth Wall Roofing Systems, Inc.
- 5. Legal matters relating to James Construction's claims on the SE Loop (East Wilco Hwy) Segment 1 Project
- 55. 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).
- 56. Interview candidates for the position of Williamson County Administrator and deliberate the appointment, employment and duties of the Williamson County Administrator (Executive Session as per Gov. Code Section 551.074 Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).
- 57. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 Personnel Matters).
- 58. Discuss the deployment or specific occasions for implementation of security personnel or devices; or security audits in relation to the Williamson County Justice Center/Williamson County Courthouse (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

**59.** Discuss, consider and take appropriate action on tendering an offer of employment, hiring and appointment of the Williamson County Administrator.

- **60.** Discuss and take appropriate action concerning economic development.
- **61.** Discuss and take appropriate action concerning real estate.
- **62.** Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

#### a. General:

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

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- 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
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- 17. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480 <sup>th</sup> Judicial District Court; Williamson County, Texas
- 18. Cause No. 23-0195-C425; Maria Barroyeta Rojas v. Paul Schmidt, et al.; In the

425th Judicial District Court of Williamson County, Texas

19. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas

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#### d. Claims:

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- 2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
- 3. Legal matters, laws and proceedings pertaining to attorney client privileged communications relating to county business.
- 4. Legal matters pertaining to the CJC North Roof Replacement Project and Contract for Construction Between Williamson County, Texas, and Texas Fifth Wall Roofing Systems, Inc.
- 5. Legal matters relating to James Construction's claims on the SE Loop (East Wilco Hwy) Segment 1 Project
- **63.** 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.
- **64.** Comments from Commissioners.
- Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 27th day of September 2024 at 3:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Meeting Date:** 10/01/2024

VSC Asset for Auction

Submitted For: Joy Simonton Submitted By: Koren Shannon, Purchasing

**Department:** Purchasing **Agenda Category:** Consent

#### Information

3.

#### Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction, pursuant to Texas Local Government Code 263.152.

#### **Background**

Please see the attached for details for September 2024.

#### **Fiscal Impact**

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

VSC Auction September 2024

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 09/26/2024 08:38 AM County Judge Exec Asst. Becky Pruitt 09/26/2024 08:59 AM

Form Started By: Koren Shannon Started On: 09/24/2024 08:40 AM Final Approval Date: 09/26/2024

#### Vehicle Status Change ☆ ◎

0	Department ~	Created ∨	County VIN/Serial Number	v			Equipment Unit ∨	Reason for Stat ∨	Enter Agend $\downarrow$ $\vee$	Make ∨	Model ∨	License Plate ∨
0	542 - Hazmat	07/16/2024 10:06 AM	1FTWW33P44EC87354		œ	(œ	ZB0401	Other- See Comments	10/01/2024	Ford	F350	111-0263
•	560 - Sheriffs Office	09/03/2024 08:35 AM	1GNLCDECXHR225409		Ø	(e	SB1746	NOT MECHANICALLY SOUND	10/01/2024	CHEVROLET	TAHOE	1342909

TOWNSTED

**Meeting Date:** 10/01/2024

Asset for Auction

Submitted For: Joy Simonton Submitted By: Koren Shannon, Purchasing

**Department:** Purchasing **Agenda Category:** Consent

#### Information

4.

#### 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 09.01.24 through 09.30.24.

#### **Background**

Please see the attachment for the August Report Assets for Auction

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Asset for Auction Sep. Report

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 09/26/2024 08:38 AM County Judge Exec Asst. Becky Pruitt 09/26/2024 09:00 AM

Form Started By: Koren Shannon Started On: 09/24/2024 08:46 AM Final Approval Date: 09/26/2024

Sep-24	Monthly Report	Court Date:		10/1/2024
Williamson County - Asse	ets for Auction	Agenda #:	35246	
Item	Serial Number	Quantity	Department	
	CN-0NDMRP-74261-37J-			
24" Dell Monitor	2MUU		1 Sheriffs Office	
	CN-0DT0PH-74261-3A5-			
24" Dell Monitor	OP3U		1 Sheriffs Office	
Dell Latitude 5501	2W9TP13		1 Sheriffs Office	

## **Asset Status Change**

Title:	i:0#.f membership mjohnson@wilco.org - 30-08-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	24" Dell monitor
1. Manufacturer ID #:	CN-0NDMRP-74261-37J-2MUU
1. Oracle Asset #:	Not tracked in oracle
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	24" Dell Monitor
2. Manufacturer ID #:	CN-0DT0PH-74261-3A5-OP3U
2. Oracle Asset #:	Not tracked in oracle
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 5501
3. Manufacturer ID #:	2W9TP13
3. Oracle Asset #:	238492
3. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	mjohnson@wilco.org
Transferring Dept Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 9/3/2024 8:34 AM
Transferring Dept Elected Offic./Dept. Head/Auth Staff Signature	×
Receiving Depart Elected Offic./Dept. Head/Auth Staff Signature:	×
Purchasing Final Determination	Auction
Court Date:	10/1/2024
Agenda Item:	35246
Asset(s) delivered to warehouse on:	9/12/2024
Delivered to warehouse by:	Brian Kammerer

#### **Asset Status Change**

**Meeting Date:** 10/01/2024

Asset for Destruction

Submitted For: Joy Simonton Submitted By: Koren Shannon, Purchasing

**Department:** Purchasing **Agenda Category:** Consent

#### Information

5.

#### Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov't Code 263.152, for the period of 09/01/2024 through 09/310/2024.

#### **Background**

Details attached.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Asset for Destruction Sept. Report

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 09/26/2024 08:39 AM County Judge Exec Asst. Becky Pruitt 09/26/2024 09:03 AM

Form Started By: Koren Shannon Started On: 09/24/2024 08:56 AM Final Approval Date: 09/26/2024

S	ep-24 Monthly Report	Court Date:	10.01.24
Williamson County - A	ssets for Destruction	Agenda #:	35427
Item	Serial Number	Quantity	Department
	Serial #CN-OYKNFG-WS200-774-599B-		
Dell Monitor P2717H	AOO		1 Sheriffs Office

## **Asset Status Change**

Title:	i:0#.f membership terri.countess@wilco.org - 27-08-2024
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Monitor P2717H
1. Manufacturer ID #:	Svc Tag #6JKR372 - Serial #CN-OYKNFG-WS200-774-599B-AOO
1. Oracle Asset #:	Do not track in Oracle
1. Condition of Assets:	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Terri Countess
Transferring Dept. Contact Ph#:	terri.countess@wilco
Transferring Dept Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 9/3/2024 8:34 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:	10/1/2024
Agenda Item:	35247

### **Asset Status Change**

**Meeting Date:** 10/01/2024

**Brinegar Listing Agreement Extension** 

Submitted By: Hal Hawes, General Counsel

**Department:** General Counsel

Agenda Category: Consent

Final Approval Date: 09/24/2024

#### Information

6.

#### Agenda Item

Discuss, consider, and take appropriate action on an Amendment to Commercial Real Estate Listing Agreement between Williamson County, Texas and Brinegar Properties to extend the listing agreement from its current expiration date of September 30, 2024 to September 30, 2025 in relation to the sale of the commercial real estate located 747 CR 138, Hutto, Texas pursuant to the terms of said Commercial Real Estate Listing Agreement and in accordance with Texas Local Government Code Section 263.008.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Brinegar Propt Listing Agreement Extension Amendment

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/24/2024 01:37 PM

Form Started By: Hal Hawes Started On: 09/23/2024 02:30 PM



#### AMENDMENT TO LISTING

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.

©Texas Association of REALTORS®, Inc. 2004

## AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

			138, Hutto, 78634		
-					
"Owner	r" means the seller or landlord	of the above-reference	ed Property.		
Effectiv	/eOctober 1, 20	. Owr	er and Broker amend	the above-referenced Listing a	as follows:
☐ A.	The Listing Price in Paragrap	h 3 of the Listing is ch	anged to: \$		
<b>X</b> B.	The date the Listing ends in	Paragraph 4 of the List	ing is changed to:	September 30, 2025 .	
_ C.	Owner instructs Broker to ce resume marketing the Prope			om Owner; or [](2)	and to
	The Listing is not terminated	and remains in effect f	or all other purposes.		
□ D.	Paragraph(s)	are changed as	follows:		
Brineg	ar Properties				_
Broker's	s (Company's) Printed Name	9002570 License No.	Seller or Landlord Williamson County	/ Texas - Judge Bill Gravell J	Date
(	locuSigned by:	3 /2024			
Bro	rwlly Briwger 9/2 Ref's Associate's Signature ey Brinegar	3/2024 Date	Seller or Landlord		Date

(TXR-1404) 1-7-04

Page 1 of 1

Fax:

**Meeting Date:** 10/01/2024

Williamson County Economic Development Partnership Contract **Submitted By:** Connie Odom, Public Information Office

**Department:** Public Information Office

Agenda Category: Consent

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on approving the contract between Williamson County, Texas and Williamson County Economic Development Partnership, Inc. for FY 24-25.

#### **Background**

Missing Custom Expenditures Program, please contact Destiny Software

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

FY25 WilCo EDP Agreement

#### Form Review

Inbox Reviewed By Date

 Hal Hawes
 Hal Hawes
 09/19/2024 11:44 AM

 County Judge Exec Asst.
 Becky Pruitt
 09/23/2024 12:38 PM

Form Started By: Connie Odom Final Approval Date: 09/23/2024

Started On: 09/19/2024 11:09 AM

7.

# CONTRACT IN THE PUBLIC INTEREST BETWEEN WILLIAMSON COUNTY, TEXAS AND

## WILLIAMSON COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP, INC. (FY2025)

(ECONOMIC DEVELOPMENT)

This Contract is entered into by and between Williamson County, Texas a political subdivision of the State of Texas, hereinafter referred to as "County", and Williamson County Economic Development Partnership, Inc., hereinafter referred to as "EDP".

#### WITNESSETH

WHEREAS, County is authorized pursuant to Section 381.004 of the Texas Local Government Code to develop and administer a program for local economic development, to stimulate, encourage, and develop business location and commercial activity in its jurisdiction; and

WHEREAS, County is authorized to contract with EDP to provide economic development services in relation to a program for local economic development and to use county funds for such program; and

WHEREAS, in 2014, County; the municipalities of Cedar Park, Leander, Hutto, Taylor, Georgetown and Jarrell; and the Round Rock Chamber of Commerce, Inc. created the EDP to collectively work together in cooperation as member governments to support and develop aggressive economic development efforts that would benefit Williamson County, Texas; and

WHEREAS, County and the EDP desire to set forth services to be provided by EDP and the funding that County will assist and aid EDP in performing such services; and

WHEREAS, County believes that it is in the public interest to enter into this Contract with EDP and that the services to be provided by the EDP will serve a public purpose; and

#### NOW, THEREFORE, THE PARTIES agree as follows:

1. <u>Public Purpose and Public Benefit</u>. EDP shall use the funding paid by County hereunder to perform the services and achieve the broad goals outlined in this Contract. EDP will undertake to administer and continually assist in developing an aggressive economic development

program for the entities of the Williamson County Economic Development Partnership, Inc. In order to do so and in consideration of the County's funding hereunder, EDP agrees to provide services to include, but not be limited to the following:

- a. EDP shall encourage and assist expansion by manufacturers currently located in Williamson County, Texas;
- b. EDP shall make reasonable efforts necessary to develop and recruit new businesses to be located in Williamson County, Texas;
- c. EDP shall host economic development prospects that visit Williamson County, Texas, as well as travel outside the region to visit such prospects who are interested in locating in the county;
- d. EDP shall market Williamson County, Texas to targeted industries such as the technology-based or medical industries;
- e. EDP shall take actions necessary to make Williamson County, Texas more competitive by creating incentives for companies to do business in the area;
- f. EDP shall maintain an on-line marketing presence on behalf of the County and its partners through the EDP's website;
- g. EDP shall host an annual Site Selector Event and The Champions Lunch in Williamson County, Texas;
- h. EDP shall maintain a comprehensive database of available economic development sites and facilities in Williamson County, Texas;
- i. EDP shall develop communication among all necessary parties related to economic prospects and projects;
- j. EDP shall seek other funding sources in addition to the funding provided herein;
- k. EDP shall provide consulting services related to economic development to County and the partners of the EDP as necessary;
- 1. EDP shall employ dedicated, qualified and competent staff, who shall report to and be under supervision of the EDP Board, that shall administer, manage and provide the services set out herein;
- m. EDP's staff shall update the Williamson County Commissioners Court quarterly or as needed in executive session regarding specific economic development projects affecting the County;
- n. EDP shall provide all administrative resources, offices, and office supplies necessary to carry out the services and obligations set out hereunder; and
- o. The EDP shall promote and market the County fairly and equally with other partners of the EDP (NOTE: such marketing information will be accomplished in good faith and in coordination with the County's Public Affairs Office).
- 2. Reports. EDP shall make at least one annual presentation to the Commissioners Court pertaining to activities, accomplished goals, and those pending projects which may be appropriately mentioned during a public sessions of the Commissioners Court. The purpose of such presentation will be to both update the full Commissioners Court, as well as highlight efforts and achievements to the public.
- 3. <u>Fee and Payment Terms</u>. County agrees to provide funding to EDP in the amount of \$500,000.00. County shall pay an initial installment of \$41,666.74 on or before October 15, 2024. Following the initial installment, all other installments will be paid by County in the amount

of \$41,666.66 each during the first week of each month until the last monthly installment is paid during the first week of September 2025.

- 4. EDP Board Representation. The County shall have the right to appoint and, thereafter, at all times, maintain three (3) voting members on the EDP's Board of Directors, which currently amounts to Twenty Percent (20%) of the entire voting membership on the EDP's Board of Directors. The EDP agrees that the County's right to appoint Twenty Percent (20%) of the voting members of the EDP's Board of Directors shall be preserved if the EDP's voting membership on the Board of Directors is enlarged following execution of this Contract. Failure of the County to appoint persons to the EDP's Board of Directors shall not be deemed a waiver of the County's right to make an appointment at a later date. The County shall receive advance written notice of all meetings of the EDP's Board of Directors and copies of all actions by the EDP's Board of Directors.
- 5. Reimbursement of Funds. Despite the agreed upon payment terms set forth above, EDP agrees to reimburse County for funds distributed to EDP if (a.) EDP's uses the funding for inappropriate purposes that do not directly relate to the public purpose goals, intent and services set out herein; (b.) EDP's uses the funding for purposes and expenditures that a Texas political subdivision would not be authorized to expend taxpayer funds on (c.) EDP changes its operations in such a way that, in County's opinion, the EDP no longer serves a public purpose; (d.) the breach by EDP of any of the terms of this Contract and the continuation of such breach for a period of ten (10) days after written notice is given by County to EDP of such breach; or (e.) EDP assigns or otherwise transfers its interest in its operations to another entity without the prior written consent of County. Any reimbursement of funds under this provision shall be prorated based on those portions that were reasonably used in accordance with the terms hereof and for the intended purposes set out herein.
- 6. Records. EDP shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this Contract. EDP agrees that the Williams County Auditor shall have the right to audit such EDP records on an annual basis along with their regular review of records in a manner and form to be agreed upon by County and EDP. EDP further agrees that County, Williams County Auditor or their 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 EDP which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. EDP expressly agrees that County shall have access during normal working hours to all necessary EDP facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Additionally, County shall give EDP reasonable advance notice of intended audits.
- 7. <u>Independent Contractor/Indemnity</u>. It is understood and agreed that EDP is not and shall not in any sense be considered an employee, partner or joint venturer with County, additionally neither shall EDP be considered or in any manner hold itself out as an agent or official representative of County. EDP shall be considered an independent contractor for purposes of this Contract and shall in no manner incur any expenses or liability on behalf of County.

EDP FURTHER AGREES TO HOLD COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER THIS CONTRACT OR OCCASIONED BY EDP.

- 8. <u>Compliance with All Laws</u>. EDP and County each agree, in connection with the services or any related items to the subject matter of this Contract, to comply with any and all local, state or federal requirements.
- 9. <u>Notice</u>. Any notice required to be given under the terms of this Contract shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

**County:** EDP:

Williamson County Judge 710 Main Street, Suite 101 Georgetown, Texas 78626 See Address Below Signature Block

#### **General Counsel:**

General Counsel
Office Of Williamson County Judge
401 W. 6<sup>th</sup> Street
Georgetown, Texas 78626

- 10. <u>No Assignment</u>. This Contract may not be assigned without the consent of the non-assigning party.
- 11. <u>Termination</u>. Notwithstanding the agreed upon term, this Contract may be terminated upon the occurrence of any of the following:
  - a. the termination of the corporate or business existence of EDP;
  - b. the insolvency of EDP, the filing of a petition in bankruptcy either by or against EDP, or an assignment by EDP for the benefit of creditors;
  - c. the breach by EDP of any of the terms of this Contract and the continuation of such breach for a period of ten (10) days after written notice is given by County to EDP of such breach.
  - d. upon County's sole discretion with or without cause by providing thirty (30) days written notice.
- 12. <u>Term</u>. This Contract shall commence as of the date of the last party's execution herein-below and continue thereafter until **September 30, 2025**, but with on-going contractual obligations relating to audits and record keeping by EDP extending beyond the termination date and the payment of funds by County.
- 13. <u>Employees</u>. The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation

Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

- 14. <u>Venue & Applicable Law</u>. Venue of this Contract shall be County, Texas, and the laws of the State of Texas shall govern all terms and conditions.
- 15. 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
- 16. <u>Mediation</u>. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- 17. Entire Agreement. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract 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 WILLIAMSON COUNTY COMMISSIONERS COURT.

Executed by the parties below to be effective as of the date of the last party's execution below.

Ву:	<del></del>
Printed Name:	
Capacity:	As Presiding Officer Williamson County Commissioners Court
Date:	, 20

WILLIAMSON COUNTY, TEXAS (County):

WILLIAMSON COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP, INC. (EDP):
By: Dane Port
Printed Name: DAJR PORTEL
Capacity: Authorized Agent Williamson County Economic Development Partnership, Inc.
Date: 09/19/2024, 2024
Address: 11900 W PARMER, CEDAR PARK, 786/3 Attn: Dave forthe

**Meeting Date:** 10/01/2024

Westlaw Contract for District Attorney's Office **Submitted By:** Grace Frias, District Attorney

**Department:** District Attorney

Agenda Category: Consent

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action on approving a purchase between Thomson Reuters and /or West Publishing and the District Attorney's Office for Westlaw Proflex Subscription, pursuant to Order ID: Q-08925212. The term of this agreement is for thirty-six (36) months, with a 5% increase in year two and year three. The monthly charges are as such: Year One \$3,931.01, Year Two \$4,127.56, and Year Three \$4,333.94.

#### **Background**

The approval of this purchase will benefit the operations of the Williamson County District Attorney's Office by providing access to case law and other research tools. This purchase is necessary as the existing Westlaw subscription agreement will expire on September 30, 2024. The attached form contains more detailed information regarding the subscription. The Funding Source is 01.0100.0440.004210 as per FY24 budget.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Westlaw for DAO

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 09:13 AM

Form Started By: Grace Frias Started On: 09/24/2024 03:33 PM

Final Approval Date: 09/26/2024

8.



#### **Order Form**

Order ID: Q-08925212

Contact your representative randy.lysdale@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000031733
WILLIAMSON COUNTY DISTRICT
ATTORNEY
APPELLATE DIV
405 MARTIN LUTHER KING ST STE 265

GEORGETOWN TX 78626-4901 US

"Customer"

Shipping Address Account #: 1000031733 WILLIAMSON COUNTY DISTRICT ATTORNEY APPELLATE DIV

405 MARTIN LUTHER KING ST STE 265

GEORGETOWN TX 78626-4901 US

**Billing Address** 

Account #: 1000031733
WILLIAMSON COUNTY DISTRICT
ATTORNEY
APPELLATE DIV

405 MARTIN LUTHER KING ST STE 265 GEORGETOWN, TX 78626-4901

US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <a href="https://www.tr.com/trorderinginfo">https://www.tr.com/trorderinginfo</a>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: <a href="http://tr.com/federal-general-terms-and-conditions">http://tr.com/federal-general-terms-and-conditions</a> apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<a href="http://tr.com/usgeneral-terms-and-conditions">http://tr.com/usgeneral-terms-and-conditions</a>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

#### ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$3,931.01	36

#### **Minimum Terms**

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

#### Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <a href="http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf">http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf</a> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

**Product Specific Terms** 

**Document Intelligence Product Specific Terms**: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <a href="http://www.thomsonreuters.com/document-intelligence-PST">http://www.thomsonreuters.com/document-intelligence-PST</a>.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: <a href="http://tr.com/genai-terms">http://tr.com/genai-terms</a>.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: <a href="http://tr.com/cocounselcore-and-drafting-product-specific-terms">http://tr.com/cocounselcore-and-drafting-product-specific-terms</a>.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <a href="http://tr.com/HighQ-PST">http://tr.com/HighQ-PST</a>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: http://tr.com/HighQ-SLA. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <a href="https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf">https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf</a>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- ·Campus Research
- Hosted Practice Solutions
- •ProView eBooks
- Time and Billing
- •West km Software
- •West LegalEdcenter
- Westlaw
- •Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

**Drafting Tools Product Specific Terms**: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <a href="http://tr.com/drafting-tools-product-specific-terms">http://tr.com/drafting-tools-product-specific-terms</a>.

#### **Amended Terms and Conditions**

#### Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-08925212		
Signature of Authorized Representative for order	Title	,
Printed Name	Date	

This Order Form will expire and will not be accepted after 11/19/2024.



#### **Attachment**

Order ID: Q-08925212

Contact your representative randy.lysdale@thomsonreuters.com with any questions. Thank you.

#### Payment, Shipping, and Contact Information

**Payment Method:** 

Payment Method: Bill to Account Account Number: 1000031733
This order is made pursuant to:

**Shipping Information:** 

Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)

Contact Name: Gonzalez, Rene

Email: rene.gonzalez@wilco.org

**eBilling Contact** 

Contact Name Rene Gonzalez Email rene.gonzalez@wilco.org

	Pro	Flex Multiple Location Details	
Account Number	Account Name	Account Address	Action
1000031733	WILLIAMSON COUNTY DISTRICT ATTORNEY	405 MARTIN LUTHER KING ST STE 265 GEORGETOWN TX 78626-4901 US	New

	ProFlex Product Details						
Quantity	Unit	Service Material #	Description				
1	Each	40757482	West Proflex				
27	Attorneys	43102993	Westlaw Precision Preferred with CoCounsel National Primary Law, Enterprise access, Government				
27	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government				
27	Attorneys	41985643	Gvt - Trial Court Documents For Government (Westlaw PROTM)				
27	Attorneys	41984065	Gvt - Briefs For Government (Westlaw PROTM)				

Account Contacts							
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description				
Rene	Gonzalez	rene.gonzalez@wilco.org	EML PSWD CONTACT				

	Lapsed Products
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3- 4*	Year 4 Charges per Billing Freq	% incr Yr 4- 5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$3,931.01	5.00%	\$4127.56	5.00%	\$4333.94	N/A	N/A	N/A	N/A	Monthly

#### **Charges During Minimum Term**

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

**Meeting Date:** 10/01/2024

Approval of Purchase of Power Policy Professional Software Subscription from Power DMS for Information Systems

9.

Department

Submitted For: Joy Simonton Submitted By: Barbi Hageman, Purchasing

**Department:** Purchasing **Agenda Category:** Consent

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action on approving purchase #202519 between Power DMS, Inc. and Williamson County for PowerPolicy Professional Subscription in the amount of \$60,112.71, and authorizing execution of the purchase. This purchase is exempt from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D)[captive replacement parts or components for equipment].

#### **Background**

The approval of this agreement will benefit the Williamson County Information Systems Department with the ability to create, edit, organize and distribute content from a secure, cloud-based site. This system is used as the county's policy document platform. Although the department obtained three (3) quotes for this purchase, the Purchasing Agent is recommending an exemption as the county has been integrating policy documents and end user approvals for two years now. Purchasing Department is recommending a solicitation or cooperative contract for future contracting on this system. Key features included are automatic workflows, signature capture and tracking, side-by-side comparison for policy documents, Public Facing documents, PowerDMS University and analytics, for advanced reporting. The attached quote, which outlines the subscription, single sign on service, and site connection fee. Coverage period is from 10/30/2024-10/29/2025. Funding source is 01.0100.0503.005741 as per FY25 budget. Origination # 677. Department point of contact is Jeff Isbell.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Power DMS Contract Form 1295 Power DMS

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator)

Joy Simonton

09/25/2024 03:12 PM

County Judge Exec Asst.

Becky Pruitt

09/26/2024 08:52 AM

Form Started By: Barbi Hageman Started On: 09/23/2024 01:10 PM Final Approval Date: 09/26/2024



t 800.749.5104 2120 Park Pl. Sulte 100 El Segundo, CA 90245

Order #:

Valid Until:



Order Detail:

Customer: Williamson County (TX)

A-3330

**Employee Count:** 2,099

Sales Rep: Salesforce Administrator

Customer Contact

**Billing Contact:** Williamson County (TX)

Tammy McCulley 301 SE Inner Loop Shipping Address: **Billing Address:** 

Georgetown, TX 78626

tmcculley@wilco.org Billing Contact Email:

512-943-1455 Billing Phone:

Shipping Contact: Williamson County (TX) Tammy McCulley

> 508 S. Rock Street Georgetown, TX 78626

10/30/2024

Shipping Contact Email: tmcculley@wilco.org 512-943-1455 Shipping Phone:

Payment Terms

**Account Number:** 

Payment Term: Net 60 Notes: 2600-2699 user tier

PO Number:

Item	Туре	Start Date	End Date	Qty	Total (USD)			
PowerPolicy Professional Subscription	Recurring	10/30/2024	10/29/2025	2,699	\$35,405.79			
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.								
PowerTraining	Recurring	10/30/2024	10/29/2025	2,699	\$20,005.11			
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.								
SSO	Recurring	10/30/2024	10/29/2025	2,699	\$2,201.81			
Single Sign on Service. Quantity reflects number of authorized user lice	enses for the software-as-a-	service subscription.						
Site Connection Fee - 501+ users         Recurring         10/30/2024         10/29/2025         I         \$2,500								
Recurring charge for merged/shared sites for 501+ users.								
				TOTAL:	\$60,112.71			

This price does NOT include any sales tax. Total in USD

#### Additional Terms and Conditions

Payment Terms: All invoices issued hereunder are due upon the invoice due date. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: https://www.neogov.com/service-specifications. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement shall be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.
- 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 I of Customer's fiscal year in which the payment becomes due. The said rate in effect on September I 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.



t 800.749.5104 2120 Park Pl. Sulte 100 El Segundo, CA 90245



- 3. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- 4. Right to Audit: NEOGOV agrees that Customer or its duly authorized representatives shall during the term of this contract and for ninety days thereafter have access to and the right to examine and photocopy any and all books, documents, papers, and records of NEOGOV, which are directly pertinent to the services to be performed under this Service Order for the purposes of making audits, examinations, excerpts, and transcriptions. Customer shall give NEOGOV reasonable advance notice of intended audits.
- 5. Public Information: NEOGOV understands that Customer 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 Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

[Remainder of the page left intentionally blank. Signature page to follow.]



Accepted and Agreed By Authorized Representative of:

t 800.749.5104 2120 Park Pl. Sulte 100 El Segundo, CA 90245



Williamson County (TX)	
Signature:	_
Printed Name:	_
Title:	_
Date	_
Accepted and Agreed By Authorized Representative of:  NEOGOV  Laron Column	
Signature: BD7BF76F47574A4	- SKC P
Aaron Coleman Printed Name:	9:00 am, Sep 20 2024
Title: C00	_
9/20/2024   2:07:42 PM PDT Date	

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.
YOUR SIGNATURE CONSTITUTES ACCEPTANCE OF TERMS HEREIN AND
CONTRACTUAL COMMITMENT TO PURCHASE THE ITEMS LISTED ABOVE.

Page 3 of 3

Date: Sep 23 2024 Time: 11:19 am

Date: Sep 23 2024 Time: 8:13 am

# **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

1 of 1

					1011
	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.		CE	OFFICE USE	
1	Name of business entity filing form, and the city, state and count	ry of the business entity's place	_	ificate Number:	OF FILING
_	of business.	, coming to the same and cost, coming and coming of the same and coming of place			
	PowerDMS, Inc.		<u> </u>		
_	El Segundo, CA United States	and the state of t		e Filed: 24/2024	
2	Name of governmental entity or state agency that is a party to the being filed.	e contract for which the form is	03/2	.4/2024	
	Williamson County of Texas			e Acknowledged: 25/2024	
3	Provide the identification number used by the governmental enti description of the services, goods, or other property to be provide		ify the c	contract, and prov	ide a
	202519				
	SaaS Compliance Software - FY25 PowerDMS Q-248869				
4				Nature of	
-	Name of Interested Party	City, State, Country (place of bus	iness)	(check ap	
				Controlling	Intermediary
W	arburg Pincus & Co,	New York, NY United States		X	
C	arlyle Partners,	Menlo Park, CA United States		X	
Fr	ontier Fund,	Charlotte, NC United States		Х	
				+	
				•	
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is	, and my date	of birth i	s	·
	NA conditions to				
	My address is(street)		(state)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correc	t.			
	Executed inCounty		0	day of	20
	County	, otate of, off th	·	(month)	, 20 (year)
		Signature of authorized agent of co	ontractir	ng 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.			Certificate Number: 2024-1218272		
	PowerDMS, Inc.					
_	El Segundo, CA United States			Filed: 4/2024		
2	Name of governmental entity or state agency that is a party to the being filed.	e contract for which the form is	03/2	+/2024		
	Williamson County of Texas		Date	Acknowledged:		
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided	ty or state agency to track or identify ded under the contract.	the co	ontract, and pro	vide a	
	202519 SaaS Compliance Software - FY25 PowerDMS Q-248869					
4			,		finterest	
	Name of Interested Party	City, State, Country (place of busin	ess)		oplicable)	
_				Controlling	Intermediary	
W	arburg Pincus & Co,	New York, NY United States		Х		
С	arlyle Partners,	Menlo Park, CA United States		Х		
Fr	ontier Fund,	Charlotte, NC United States		Х		
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is _	, and my date of	birth is			
	My address is		<b>_</b> _,		, <u>USA</u> .	
	(street)	(city) (s	tate)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct	zt.				
	Executed in Los Angeles County	y, State of <u>Cal</u> ifornia, on the	24th c	day of <u>September</u> (month)	er_, 20 <u>24</u> . (year)	
	<b>A</b>	Amy Prins				
		Signature of authorized agent of con (Declarant)	tracting	g business entity		
		,				

Signature: Amy Prins Amy Prins (Sep 25, 2024 07:54 EDT)

Email: aprins@neogov.net

# Form 1295-Williamson Co

Final Audit Report 2024-09-25

Created: 2024-09-24

By: Jen Emerick (jemerick@neogov.net)

Status: Signed

Transaction ID: CBJCHBCAABAA3wbMx8y-u7gHIrmNF5LZhXaTL4F2XkuA

# "Form 1295-Williamson Co" History

- Document created by Jen Emerick (jemerick@neogov.net) 2024-09-24 12:59:55 PM GMT
- Document emailed to aprins@neogov.net for signature 2024-09-24 1:01:49 PM GMT
- Email viewed by aprins@neogov.net 2024-09-25 11:52:16 AM GMT
- Signer aprins@neogov.net entered name at signing as Amy Prins 2024-09-25 11:54:23 AM GMT
- Document e-signed by Amy Prins (aprins@neogov.net)
  Signature Date: 2024-09-25 11:54:25 AM GMT Time Source: server
- Agreement completed. 2024-09-25 - 11:54:25 AM GMT

#### **Commissioners Court - Regular Session**

Meeting Date: 10/01/2024

Approval of Agreement for Security Camera Installation from Mobile Communications America (MCA) for Constable

10.

Precinct 4

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 Proposal from Mobile Communications America (MCA) to install security cameras and video decoder add-ons at and Constable Precinct 4 in the amount of \$6,354.44, pursuant to DIR contract #DIR-CPO-4494, and authorizing the execution of the proposals.

#### **Background**

Approval of the proposals will benefit the Constable Precinct 4 department by installing and maintaining building security in the Taylor Annex offices, lobby, training room, evidence room and other areas that have recently undergone major remodeling work. MCA has installed security cameras to this building in Dec 2023, along with extra add-ons. The first proposal (security equipment) totals \$4,844.00 and the second proposal totals \$1,510.44 for a total of \$6,354.44. The funding source is 01.0100.0554.003006 for FY25. Orig #450. The department point of contact is Don Heflin. Company is publicly traded, therefore no Form 1295 required.

#### **Fiscal Impact**

l ————————————————————————————————————			
From/To	Acct No.	Description	Amount

#### **Attachments**

MCA Proposals

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 09/25/2024 10:32 AM County Judge Exec Asst. Becky Pruitt 09/26/2024 09:11 AM

Form Started By: Koren Shannon Started On: 09/24/2024 03:01 PM

Final Approval Date: 09/26/2024



Proposal:

Wilco - Constable 4 - Taylor - Camera Adds

Prepared for:

Don Heflin

Williamson County - Info Tech Services 412 Vance St. Taylor TX, 76574

<u>Private and Confidential</u>: The proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with MCA, Inc., except where required by law.

Proposal Issued: Proposal Valid To: **8/6/2024 10/5/2024** 

Prepared by:

Josh Evans 713-899-2718 joshevans@callmc.com

4509 Freidrich Lane Suite 110 Austin, TX 78744

Contact

E don.heflin@wilco.org

#### DESCRIPTION

#### CLIENT INFORMATION

Name: Williamson County - Info Tech Services Site Billing

412 Vance St. 301 SE Inner Loop, Ste 105 Don Heflin, IT-Systems Taylor, TX 76574 Georgetown, TX 78626 P (512) 409-6222

PROJECT NAME: Wilco - Constable 4 - Taylor - Camera Adds

#### PROJECT SCOPE OF WORK

**DIR-CPO-4494** 

MCA will provide and install two Axis M3085-V 2MP cameras. 1st camera viewing 2nd floor lobby area outside of reception area mounted on the upper NE corner ceiling (if facing reception window this would be the upper right corner ceiling of reception glass window). 2nd camera will be located in the evidence room on the first floor mounted on the ceiling in the SW corner of room viewing evidence cage. Both cameras will be will be routed and connected to the rackmounted switch with open ports located in the IDF room on the first floor. Optional 3rd Camera: (1) Axis M3086-V 4MP camera mounted on the South end hallway ceiling of the 2nd floor lobby area viewing hallway due North. This camera will be will be routed and connected to the rack-mounted switch with open ports located in the IDF room on the first floor. Drop-tile ceiling throughout building. Pictures attached in supporting documents folder as well as the job folder in the sales portal.

System installation includes hardware, system licenses, and configuration unless otherwise stated.

#### **Video Surveillance System**

MCA will furnish and install the following:

- (2) Axis M3085-V 2MP cameras with licensing
- (1) Axis M3086-V 4MP camera with licensing

Three interior cameras at the following locations:

- Location 1:Viewing 2nd floor lobby area outside of reception area mounted on the upper NE corner ceiling (if facing reception window this would be the upper right corner ceiling of reception glass window).
- Location 2: Located in the evidence room on the first floor mounted on the ceiling in the SW corner of room viewing evidence cage.
- Location 3: Mounted on the South end hallway ceiling of the 2nd floor lobby area viewing hallway due North.

#### ·Initial programming will include:

- · Enrolling the cameras and setting up basic motion detection
- · One administrative account
- · One view only account



- · Estimated days of storage 30
- · 1080p at H.265 and 12 FPS
- · Calculations are based on 40% motion detection or event recording

The NVR storage capacity is an approximate estimate based on general conditions that MCA does not guarantee. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

Each device will include the necessary mounting hardware.

#### **Customer Provided Items**

- ·Electronic drawing files of the plans and approval of device layout
- Individual software administrator logins for personnel at each location for each system
- Existing recording server with storage space to accommodate the new devices
- ·Existing client workstations that meet the system minimal requirements
- ·Rack space and uninterruptable power supply in the MDF room for rack mount units
- ·Wall space and 3/4" plywood backboard for wall mount units
- Network configurations for connection of devices to Customer's network
- ·120VAC by a certified electrician for all security devices where needed

#### <u>Finance</u>

Purchaser hereby agrees to pay MCA the following terms:

The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Project Milestones and Invoicing Procedures

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

#### **Cabling & Wiring**

MCA will be responsible to install all the wiring and connections providing communication and/or control between MCA supplied devices and central control equipment. All wires will be dressed in a neat and professional manner.

MCA will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. MCA is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

#### **Field Devices**

MCA will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

MCA is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. MCA is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

#### **Programming**

MCA trained personnel will program the security system to provide a functioning operational system. MCA will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. MCA will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. MCA will provide a list of devices that need IP addresses to the Customer.

#### Testing

MCA will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by MCA and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. MCA will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed additional charges will be applied.

Upon system acceptance, a MCA job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation if a signed SecurePlan agreement is not in place.

#### **Training**

Training is not included with this proposal.

Standard Proposal Notes:

- 1. This proposal will follow the guidelines stated in DIR contract number DIR-CPO-4494 Standard Terms and Conditions.
- 2. This proposal is valid for 60 days. After the 60 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
- 3. A standard 1 year warranty applies on all newly installed equipment.
- 4. Final Location of all equipment to be approved by owner prior to start of installation.
- 5. Work provided by MCA is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
- 6. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.



- 7. All work will be done following federal, state, and local laws and requirements for the above scope of work.
- 8 .Due to extreme supply chain issues, MCA reserves the right to adjust final proposal pricing until an order is placed with our manufacturer partners. We will inform you within 5 business days of receipt of order about product availability and price increases greater than MCA can absorb.

MCA Excludes the Following:

- 1.All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
- 2. Fire alarm interface, cabling, connection, input/output, testing and certification.
- 3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
- 4. Access to device location, penetrations, required access panels for concealed areas.
- 5.If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
- 6.Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond MCA's control.
- 7. Final terminations and connections to equipment other than provided by MCA.
- 8. Any trade installation that MCA is not licensed to perform.
- 9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
- 10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

## PROJECT INVESTMENT

Estim	nate					
QTY	Manufacturer	Part #	Description	MSRP	Unit Price	Ext.Price
3	PANDUIT	AXE-MM01PA7SD05	PANDUIT CBL ASSY MOD 28- 4PR STRANDED 1ft thin Cat6	\$11.22	\$11.22	\$33.66
3	PANDUIT	CJ688TGYL	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	\$17.54	\$17.54	\$52.62
2	DIR-Axis Communications	DIR-02373-001	M3085-V INDOOR FIXED MINIDOMEHDTV 2MP, LIGHTFINDER	\$299.00	\$231.96	\$463.92
1	DIR-Axis Communications	DIR-02374-001	M3086-V INDOOR FIXED MINI DOME4 MP,WDR, DLPU	\$369.00	\$286.26	\$286.26
3	DIR-Genetec Security Ctr	DIR-ADV-CAM-E-1Y	GenetecAdvantagefor10mni castEnterpriseCamera1year	\$51.00	\$35.97	\$107.91
3	DIR-Genetec Security Ctr	DIR-GSC-Om-E-1C	1Enterprisecameraconnectio n,mandatoryGenetecAdvant	\$250.00	\$176.31	\$528.93
1	<b>DIR-Knight Security</b>	DIR-KSS-PROJKIT	DIR- Project Install Kit	\$100.00	\$90.67	\$90.67
1	PANDUIT	HLS-15R0	Tak-Ty Hook and Loop Cable Strip Tie Black	\$28.69	\$28.69	\$28.69
1	PANDUIT	JP4W-X20	StrongHold KP4W-X20 Wall Mount Bracker Nylon 6.6 B	\$72.98	\$72.98	\$72.98
1	PANDUIT	PUP6004YL-UY	Copper Cable, Enhanced Category 6, 4-Pair, 23 AWG	\$1,041.84	\$1,041.84	\$1,041.84

#### Labor:

QTY	Description	Ext.Price
2	PROJECTMGR	\$424.22
10	SCT&M	\$1,712.30

Equipment Subtotal \$2,707.48
Labor Subtotal \$2,136.52
Estimate SubTotal \$4,844.00

#### SecurePlan

#### **Annual Recurring:**

Description	Ext.Price
Secure Plan Premium Service Level Agreement	\$532.08

Annual Recurring Subtotal \$532.08

# **Investment Summary**

Total Equipment	\$2,707.48
Total Labor	\$2,136.52
Total Proposal Amount	\$4,844.00
Annual Recurring	\$532.08

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.



#### **Investment Total**

MCA will provide the proposed system as described in this proposal for the sum of: \$4,844.00

The price above includes: material, equipment and labor as described within this proposal.

#### **Proposal Acceptance:**

I have read the General Terms and Conditions of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the *Customers Responsibilities* section of the agreement as well as the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. MCA is hereby authorized to perform the work as specified.

	MCA		Williamson County - Info Tech Services	
By:	Mark Quicell	Ву:		
	Signature		Signature	
	Vice President of Texas Security			
	Title		Title	•
	Mark S. Purcell			
	Print Name		Print Name	

Private and Confidential: The proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with MCA, Inc., except where required by law.

### **TERMS & CONDITIONS**

This proposal incorporates the terms and conditions of purchasing contract DIR-CPO-4494; located here: https://dir.texas.gov/contracts/dir-cpo-4494. In the event of a conflict between MCA terms within this proposal and DIR-CPO-4494, DIR will govern.

Ver 202404



Josh Evans joshevans@callmc.com 713-899-2718

**Name: Williamson County** 

Site

301 SE Inner Loop Georgetown, TX 78626 Billing

901 S. Austin Ave. Georgetown, TX 78626 Contact

Don Heflin, IT-Systems **P** (512) 409-6222 E don.heflin@wilco.org

PROJECT NAME: Wilco - (3) Video Decoders - Product Sale

### PROJECT SCOPE OF WORK **DIR-CPO-4494**

We are pleased to provide this proposal to you.

#### (3) Axis D1110 Video Decoders 4K

- · This proposal is valid for 60 days.
- · The parts listed here were not designed as a complete system by MCA. Should any problems arise from missing equipment or other necessary parts and pieces, it will be the customer's sole responsibility to obtain those additional parts.
- · The customer accepts full responsibility for the installation and configuration of the equipment and license(s) purchased from MCA. Assistance required from MCA is subject to time and materials service rates.
- · All equipment is covered by its own specific manufacturer's warranty.
- · Any items returned unused to MCA subject to a restock fee.
- · Due to extreme supply chain issues, MCA reserves the right to adjust final proposal pricing until an order is placed with our manufacturer partners. We will inform you within 5 business days of receipt of order about product availability and price increases greater than MCA.
- \*\*Please note the following: Quote does not include labor (remote or on site). MCA is not responsible for system issues that may occur following the sale..\*\*
- · To avoid delays in processing, please send your PO or signed proposal directly to Josh Evans (joshevans@callmc.com) only.

We look forward to building an ongoing relationship with you!

## PROJECT INVESTMENT

Estin	nate					
QTY	Manufacturer	Part #	Description	MSRP	Unit Price	Ext.Price
3	DIR-Axis	DIR-02282-001	AXIS D1110 4K VIDEO	\$649.00	\$503.48	\$1,510.44
	Communications		DECODER			

# **Investment Summary**

**Total Equipment** \$1,510.44 **Total Proposal Amount** \$1,510.44

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

#### **Investment Total**

**Print Name** 

MCA will provide the proposed system as described in this proposal for the sum of: \$1,510.44

The price above includes: material, equipment and labor as described within this proposal.

Propo	Proposal Acceptance:					
Willia	mson County					
By:						
·	Signature					
,	Title					

11.

**Meeting Date:** 10/01/2024

Approval of Amendment for Nineveh Ministries dba Jail to Jobs Agreement for the Nineveh Ministries, Inc to provide Jail to Jobs service for the Parks Department

Submitted By: Theresa Gross, Purchasing

**Department:** Purchasing **Agenda Category:** Consent

#### Information

#### Agenda Item

Discuss, consider and take appropriate action approving an amendment for the Nineveh Ministries, Inc extending the contract for Jail to Jobs service, in the not-to-exceed amount of \$48,000.00, from September 30, 2024, to March 31, 2025, and authoring execution of the amendment.

#### **Background**

Due to the contract for Nineveh Ministries dba Jail to Jobs, expiring September 30, 2024, the amendment extends past the expiration date to March 31, 2025. The Original contract was approved on October 19, 2023, under agenda item 37. A new solicitation is being prepared to release for the services. Funding source is 01.0100.3106.4100. Point of contact is Jason Brown Williamson County Expo Center.

#### **Fiscal Impact**

From/To	Acct No	Description	Amount
110111/10	ACCUITO.	Description	Amount

#### **Attachments**

#### Amendment

TEC 1295

#### Form Review

Started On: 09/26/2024 09:56 AM

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 09/26/2024 11:31 AM County Judge Exec Asst. Becky Pruitt 09/26/2024 11:32 AM

Form Started By: Theresa Gross Final Approval Date: 09/26/2024

# AMENDMENT TO SERVICE CONTRACT

# NINEVEH MINISTRIES dba JAIL TO JOBS

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 AMENDMENT TO WILLIAMSON COUNTY SERVICE CONTRACT ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Nineveh Ministries, Inc. dba Jail to Jobs ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Contract, dated effective October 19, 2023 (the "Agreement"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desires to amend the Agreement to extend services for a limited period.

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

# **AMENDMENT**

I. Section VII. Term of the Agreement shall be amended as follows:

<u>Term</u>: This Contract shall be effective as of the date of the last party's execution hereinbelow and continue thereafter until <u>March 31, 2025</u>.

- II. Each party represents and warrants that it has 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.
- III. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the 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:	NINEVEH MINISTRIES, INC dba JAIL TO JOBS:
Authorized Signature	Authorized Signature
	Fric Maila
County Judge/Presiding Officer	Printed Name,
Date:	Date: 4/25/24

# **CERTIFICATE OF INTERESTED PARTIES**

FORM 1295

1 of 1

					1011	
	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.			Certificate Number: 2024-1219624		
	Jail to Jobs					
	Leander, TX United States		Date Fi			
2	Name of governmental entity or state agency that is a party to the contract for whi being filed.	ich the form is	09/26/2	2024		
	Williamson County Expo Center		Date A	cknowledged:		
3	Provide the identification number used by the governmental entity or state agency description of the services, goods, or other property to be provided under the con 160262  Labor		the con	tract, and prov	ride a	
_			<u> </u>	Nature of	interest	
4	Name of Interested Party City, State, Cou	City, State, Country (place of business)		(check applicable)		
			_	Controlling Intermedian		
					,	
	,					
5	Check only if there is NO Interested Party.		·			
6	UNSWORN DECLARATION					
	My name is _	, and my date of l	oirth is	, , , ,		
	My address is (street)	ity) (st	ate)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct.					
		exas , on the	26_da	y of Septemb	er, 2024.	
	12-1			(month)	(year)	
	Signature of our	thorized agent of com	racting b	nusiness entity		
	Signature of au	(Declarant)	acting t	Juanicaa enuty		

# **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.			Certificate Number: 2024-1219624		
	Jail to Jobs			7 121302 .		
	Leander, TX United States		Date	Filed:		
2	Name of governmental entity or state agency that is a party to the	e contract for which the form is	09/2	26/2024		
	being filed.		Doto	A skysovilodaodi.		
	Williamson County Expo Center			e Acknowledged: 26/2024		
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided		ify the c	ontract, and prov	ride a	
	160262 Labor					
_		<u> </u>		Nature of	interest	
4	Name of Interested Party	City, State, Country (place of bus	siness)	(check ap		
	- '			Controlling	Intermediary	
	1					
	-					
	-					
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)		(state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correc	ot.				
	Executed inCounty	.v. State of, on the	ne	day of	, 20	
		,,,		(month)	(year)	
		Signature of authorized agent of c	ontractin	ng business entity		

#### **Commissioners Court - Regular Session**

Meeting Date: 10/01/2024

Approval of Agreement for Heavy Equipment Operator Safety Class with Randy Plaag d/b/a Training Texas for Road

12.

and Bridge Department

Submitted For: Joy Simonton Submitted By: Johnny Grimaldo, Purchasing

**Department:** Purchasing **Agenda Category:** Consent

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action on approving agreement #2024301 for Heavy Equipment Operator Safety Class, between Randy Plaag d/b/a Training Texas Group and Williamson County in the not-to-exceed amount of Forty-Eight Thousand Eight Hundred Twenty-Five Dollars (\$48,825.00), exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(4) [personal or professional service] and authorizing the execution of this agreement.

#### **Background**

The Road and Bridge department submitted a training proposal schedule for training courses to be held during FY2025, for Heavy Equipment Operator Safety Classes. The funding source is 01.0200.0210.004232, Origination ID #772, and the point of contact is Jenifer Favreau.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount	

#### **Attachments**

Service Contract

Form 1295 Randy Plaag dba Training Texas complete

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 09/25/2024 10:24 AM County Judge Exec Asst. Becky Pruitt 09/26/2024 08:49 AM

Form Started By: Johnny Grimaldo Started On: 09/12/2024 04:06 PM

Final Approval Date: 09/26/2024

# WILLIAMSON COUNTY SERVICE CONTRACT FOR WORKFORCE TRAINING SAFETY CLASSES

(Training Texas)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Randy Plaag dba Training Texas (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

<u>Services</u>: Service Provider shall provide services as an independent contractor pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services work described in the attached Quote being marked as **Exhibit "A,"** which is incorporated herein.

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

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

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below (the "Effective Date") and shall continue until September 30,

2025, unless terminated earlier pursuant to this Contract.

Ш.

<u>Consideration and Compensation</u>: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount shall be <u>Forty-Eight Thousand</u> Eight Hundred Twenty-Five Dollars (\$48,825.00).

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

IV.

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.

V.

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.

#### VI.

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. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

#### VII.

<u>Compliance With All Laws:</u> 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.

#### VIII.

<u>Termination</u>: 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.

#### IX.

<u>Venue and Applicable Law:</u> Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

#### X.

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.

#### XI.

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.

#### XII.

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

#### XIII.

No Assignment: Service Provider may not assign this Contract.

#### XIV.

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

#### XV.

<u>Foreign Terrorist Organizations:</u> 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.

#### XVI.

<u>Public Information:</u> 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.

#### XVII.

<u>Damage to County Property</u>: 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.

#### XVIII.

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

#### XIX.

Entire Contract & Incorporated Documents: Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached Quote, and being marked Exhibit "A," and
- B. This Contract.

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.

#### XX.

<u>County Judge or Presiding Officer Authorized to Sign Contract</u>: 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:	SERVICE PROVIDER:
Authorized Signature	Randy C. Plaag aba Training Name of Service Provider TEXAS
County Judge/Presiding Officer	Authorized Signature
Date:, 20	Randy C. Plaag Printed Name
	Date: Sept. 18, 2024

General Counsel, Commissioners Court

Date: Sep 19 2024 Time: 12:49 pm

Reviewed by Contract Audit SARA GREER, CGAP

Contract Auditor
Williamson County Auditor's Office
Date: Sep 19 2024 Time: 6:57 am

# Exhibit A

#### Randy Plaag dba Training Texas P O Box 132 | Kurten, TX 77862

979.224.6614 | rcplaag.trainingtexas@gmail.com

#### 2024-2025 Williamson County Operator Safety Training

October 21-22, 2024: Loader Dump Truck Operator Safety Training

Pricing: \$2,550.00

2-day training | 16 hours | 4 participants Class: 8:00 am-12:00 pm | 1:00 pm-5:00 pm Equipment Required: 2 Loaders & 2 Dump Trucks

October 23-24, 2024: Loader Dump Truck Operator Safety Training

Pricing: \$2,550.00

2-day training | 16 hours | 4 participants Class: 8:00 am-12:00 pm | 1:00 pm-5:00 pm Equipment Required: 2 Loaders & 2 Dump Trucks

November 18-21, 2024: Asphalt Distributor Operator Safety Training

Pricing: \$5,100.00

4-day training | 32 hours | 4 participants Class: 8:00 am-12:00 pm | 1:00 pm-5:00 pm Equipment Required: 2 Asphalt Distributors

December 2-3, 2024: Loader Dump Truck Operator Safety Training

Pricing: \$2,550.00

2-day training | 16 hours | 4 participants Class: 8:00 am-12:00 pm | 1:00 pm-5:00 pm Equipment Required: 2 Loaders & 2 Dump Trucks

December 4-5, 2024: Loader Dump Truck Operator Safety Training

Pricing: \$2,550.00

2-day training | 16 hours | 4 participants Class: 8:00 am-12:00 pm | 1:00 pm-5:00 pm Equipment Required: 2 Loaders & 2 Dump Trucks

December 9-12, 2024: Basic Maintainer Operator Safety Training

Pricing: \$5,100.00

4-day training | 32 hours | 4 participants Class: 8:00 am-12:00 pm | 1:00 pm-5:00 pm

Equipment Required: 2 Maintainers

January 14-15, 2025: Equipment Preventive Maintenance & Operator Safety Training

Pricing: \$2,800.00

2-day training | 16 hours | 10 participants Class: 8:00 am-12:00 pm | 1:00 pm-5:00 pm

Equipment Required: Trucks & Equipment to inspect on both days of

class.

January 21, 2025:

**Equipment Load & Tie Operator Safety Training** 

Pricing: \$1,400.00

1-day training | 8 hours | 10 participants Class: 8:00 am-12:00 pm | 1:00 pm-5:00 pm

Equipment Required: 1 Truck & Trailer & 2 pieces of equipment to load &

tie.

February 10-13, 2025: Advanced Maintainer Operator Safety Training

Pricing: \$5,100.00

4-day training | 32 hours | 4 participants Class: 8:00 am-12:00 pm | 1:00 pm-5:00 pm

Equipment Required: 2 Maintainers

March 10-13, 2025:

Basic Backhoe Operator Safety Training

Pricing: \$5,100.00

4-day training | 32 hours | 4 participants Class: 8:00 am-12:00 pm | 1:00 pm-5:00 pm Equipment Required: 2 Backhoe Loaders

March 17-19, 2025:

Advanced Backhoe Operator Safety Training

Pricing: \$3,825.00

3-day training | 24 hours | 4 participants Class: 8:00 am-12:00 pm | 1:00 pm-5:00 pm Equipment Required: 2 Backhoe Loaders

April 7-10, 2025:

Sweeper Truck Operator Safety Training

Pricing: \$5,100.00

4-day training | 32 hours | 4 participants Class: 8:00 am-12:00 pm | 1:00 pm-5:00 pm Equipment Required: 2 Sweeper Trucks

May 12-15, 2025:

Telescopic Hydraulic Excavator Operator Safety Training (Gradall)

Pricing: 5,100.00

4-day training | 32 hours | 4 participants Class: 8:00 am-12:00 pm | 1:00 pm-5:00 pm

Equipment Required: 2 Gradall's

Randy C. Plaag dba Training Texas 2024-2025 Williamson County Operator Safety Training Page 2

# CERTIFICATE OF INTERESTED PARTIES FORM 1295 1 of 1 OFFICE USE ONLY Complete Nos. 1 - 4 and 6 if there are interested parties. CERTIFICATION OF FILING Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2024-1216061 Randy C Plaag DBA Training Texas Kurten, TX United States Date Filed: 09/18/2024 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Date Acknowledged: Williamson County 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. Services-Heavy Equipment Safety Training Nature of interest (check applicable) Name of Interested Party City, State, Country (place of business) Intermediary Controlling X Plaag, Randy Kurten, TX United States 5 Check only if there is NO Interested Party. **6 UNSWORN DECLARATION** and my date of birth is My name is My address is (state) (street) (zip code) I declare under penalty of perjury that the foregoing is true and correct. County, State of Executed in

Signature of authorized agent of contracting business entity

0

# TEXAS ETHICS COMMISSION

## Certificate of Interested Parties - Submitted

Submitted on 2024-09-18 11:31:53.957

Unique Certificate Identifier: 2024-1216061

Home

Print

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Mobile Site | Full Site

# **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		
1		of business entity filing form, and the city, state and country of the business entity's place		ertificate Number: 024-1216061	rtificate Number:	
	Randy C Plaag DBA Training Texas Kurten, TX United States	ndy C Plaag DBA Training Texas		ate Filed:		
2	being filed.	ity or state agency that is a party to the contract for which the form is				
	Williamson County			ate Acknowledged: 9/19/2024		
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided 2024301 Services-Heavy Equipment Safety Training			e contract, and pro	vide a	
4	Name of Interested Party	City, State, Country	(place of business		f interest oplicable) Intermediary	
Pl	aag, Randy	Kurten, TX United	States	X	i intermediary	
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is, and my date of birth is			h is	<del></del>	
	My address is(street)	,(city)		,	_, (country)	
	I declare under penalty of perjury that the foregoing is true and correct	ct.				
	Executed inCount	ty, State of	, on the		, 20	
				(month)		
		Signature of authoriz	zed agent of contrac (Declarant)	cting business entity		

Meeting Date: 10/01/2024

Preliminary plat for the Hudson Park subdivision - Pct 3

Submitted For: Adam Boatright 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 Hudson Park subdivision – Precinct 3.

#### **Background**

This proposed subdivision consists of 291 single family lots, 7 open space/drainage lots, 3 open space/commercial lots, 1 open space/multifamily lot, 8 open space/landscape lots, 1 wastewater utility/access lot, 1 park/amenity lot and 14,706 linear feet of new roads on 122.63 acres.

#### **Timeline**

2023-12-22 - initial submittal of the preliminary plat

2024-01-19 – 1st review complete with comments

2024-02-26 - 2nd submittal of preliminary plat

2024-03-11 - 2nd review complete with comments

2024-04-15 - 3rd submittal of preliminary plat

2024-04-30 - 3rd review complete with comments

2024-07-05 – 4th submittal of preliminary plat

2024-07-19 - 4th review complete with comments

2024-09-24 – 5th submittal of preliminary plat

2024-09-26 - 5th review complete with comments clear

2024-09-26 – preliminary plat placed on the October 1, 2024 Commissioners Court agenda for consideration

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount	

#### **Attachments**

preliminary plat - Hudson Park

Final Approval Date: 09/26/2024

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 11:57 AM

Form Started By: Adam Boatright Started On: 09/26/2024 11:34 AM

13.

# HUDSON PARK PRELIMINARY PLAT

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP (FEMA) No. 48491C0275E, WILLIAMSON COUNTY, TEXAS, DATED SEPTEMBER 26, 2008.

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 WITH TITLE 25 OF THE AUSTIN CITY CODES, AS AMENDED, AND ALL OTHER APPLICABLE CITY AND TRAVIS COUNTY CODES, ORDINANCES AND RULES.

LICENSED PROFESSIONAL ENGINEER

9-23-2024 DATE



#### **GENERAL NOTES:**

- 1. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN DRAINAGE EASEMENT EXCEPT AS APPROVED
- 2. 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.
- 3. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OF HIS/HER ASSIGNS.
- 4. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP No. 48491C0275E, WILLIAMSON COUNTY, TEXAS, DATED SEPTEMBER 26, 2008.
- 5. ALL STREETS & DRAINAGE FACILITIES WILL BE DESIGNED IN ACCORDANCE TO WILLIAMSON COUNTY CONSTRUCTION STANDARDS FOR STREET & DRAINAGE IN SUBDIVISIONS.
- 6. WATER SERVICE TO BE PROVIDED BY WILLIAMSON COUNTY MUNICIPAL DISTRICT NO. 46.
  7. WASTEWATER SERVICE TO BE PROVIDED BY WILLIAMSON COUNTY MUNICIPAL DISTRICT NO. 46.
- WASTEWATER SERVICE TO BE PROVIDED BY WILLIAMSON COUNTY MUNIC
   ELECTRIC SERVICE TO BE PROVIDED BY PEDERNALES ELECTRIC CO-OP.
- 9. CONTOUR DATA SOURCE: SURVEY & LIDAR.
  10. PROJECT IS LOCATED WITHIN WILLIAMSON COUNTY.
- PROJECT IS LOCATED WITHIN WILLIAMSON COUNTY.
   NO STRUCTURE SHALL BE OCCUPIED UNTIL CONNECTED TO WILLIAMSON COUNTY MUNICIPAL DISTRICT NO. 46 WATER SYSTEM.
   NO STRUCTURE SHALL BE OCCUPIED UNTIL CONNECTED TO WILLIAMSON COUNTY MUNICIPAL DISTRICT NO. 46 WASTEWATER SYSTEM.

#### **WILLIAMSON COUNTY**

#### SUBMITTAL DATE: DECEMBER 22, 2023

WILLIAMSON COUNTY: FOR LOTS IN CURRENT WILLIAMSON COUNTY

BLOCK A, LOTS 1 - 34, 36-54,56-63,65-76 BLOCK B, LOTS 1 - 37

BLOCK C, LOTS 1 - 53 BLOCK D, LOTS 1 - 29

BLOCK E, LOTS 1-8 BLOCK E LOTS 1-15 17-29

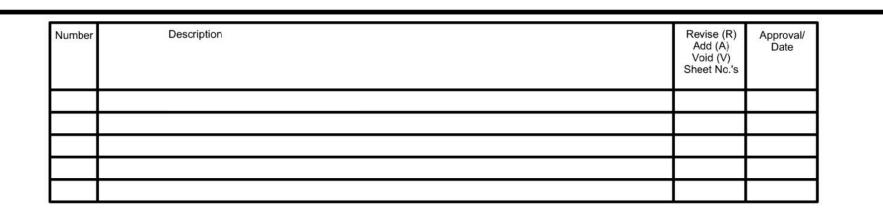
BLOCK F, LOTS 1-15, 17-29 BLOCK G, LOTS 1-9

BLOCK H, LOTS 1-12, 14-26 BLOCK I, LOTS 1-8, 10-34

1. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH WILLIAMSON COUNTY SUBDIVISION REGULATIONS APPENDIX F2
2. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH WILLIAMSON COUNTY CONSTRUCTION SPECIFICATIONS AND STANDARDS MANUAL.

- NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN AT THE STREET SIDE PROPERTY LINE IS HEREBY DEDICATED FOR ALL STREETSIDE PROPERTY LINE SHOWN
- 5. BLOCK A: LOTS 1-13,17-34,36-54,56-63,65-76; BLOCK B: LOTS 4-17,20-36; BLOCK C: LOTS 2-19,21-27,31-37,40-51; BLOCK D: LOTS 2-11,13-17,20-21,26-27; BLOCK E:
- LOTS 1-6; BLOCK F: LOTS 29; BLOCK G: LOTS 2-9; IN THIS SUBDIVISION SHALL NOT BE FURTHER SUBDIVIDED.

  6. PART OF THIS SUBDIVISION IS WITHIN THE ALIGNMENT OF THE RONALD REAGAN FUTURE TRANSPORTATION CORRIDOR. (SECTION 201.619 OF THE TEXAS
- 7. ALL SIDE WALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS
- 8. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 289, BONSMARA BLVD, RONALD REAGAN BLVD, OR THE ADJACENT COUNTY ROADS
  9. 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 BLOCK A: LOTS 55,78,79; BLOCK G: LOTS 11; BLOCK J: LOTS 1,2 PROPOSED WITH THIS PRELIMINARY PLAT. A REVISED PRELIMINARY PLAT SHALL BE SUBMITTED AND APPROVED PRIOR TO ANY DIVISION OF LOT BLOCK A: LOTS 55,78,79; BLOCK G: LOTS 11; BLOCK J: LOTS 1,2 INTO TO 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 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 VEHICULAR WAYS, REGARDLESS OF ANY OTHER DESIGNATION THEY MAY CARRY OR WHETHER THE STREET OR ROAD WILL BE PUBLIC OR PRIVATELY OWNED.



# CITY OF GEORGETOWN ETJ

LOCATION MAP

SCALE: 1" = 2,000'

#### LEGAL DESCRIPTION:

DESCRIPTION OF A 122.635 ACRE TRACT OF LAND OUT OF THE D. CASANOVA SURVEY, ABSTRACT NO. 126, THE AJ HAYHURTS SURVEY, ABSTRACT NO. 305, AND THE J. NORTHCROSS SURVEY, ABSTRACT NO. 478, CONVEYED TO RR 122 HOLDING, LLC, DESCRIBED IN EXHIBIT "A" AS A CALLED 122.662 ACRE TRACT, RECORDED IN DOCUMENT NO. 2022022743, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.)

#### SUBMITTAL DATE: DECEMBER 22, 2023

חבועבו סחבם.	ACLITON CDAY DEVEL COMENT
DEVELOPER:	ASHTON GRAY DEVELOPMENT
	101 PARKLANE BLVD., SUITE 102
	SUGAR LAND, TX. 77478
	CONTACT PERSON: MARK JANIK
	PHONE # 713-875-0009
OWNER:	RR 122 HOLDINGS, LLC
	101 PARKLANE BLVD #STE 102
	SUGARLAND, TX. 77478
	CONTACT PERSON: SUDHARSAN VEMBUTTY
	PHONE # 281-912-3364
ENGINEER:	LJA ENGINEERING, INC.
	7500 RIALTO BLVD., BLDG. II, SUITE 100
	AUSTIN, TEXAS 78735
	CONTACT PERSON: MATTHEW M. THOMAS, P.E.
	PHONE # (512 439-4700
	FAX # (512 439-4716
SURVEYOR:	LJA SURVEYING, INC
CONVETOR.	7500 RIALTO BLVD., BLDG. II, SUITE 100
	AUSTIN, TEXAS 78735
	CONTACT PERSON: MATT OVERALL, R.P.L.S.

#### INDEX OF SHEETS

# 1 TITLE PAGE 2 INDEX AND PHASING PLAN 3 PRELIMINARY PLAN - SHEET 1 4 PRELIMINARY PLAN - SHEET 2 5 CURVE PLAN & CROSS SECTIONS 6 EXISTING CONDITIONS MAP 7 LEGAL DESCRIPTION

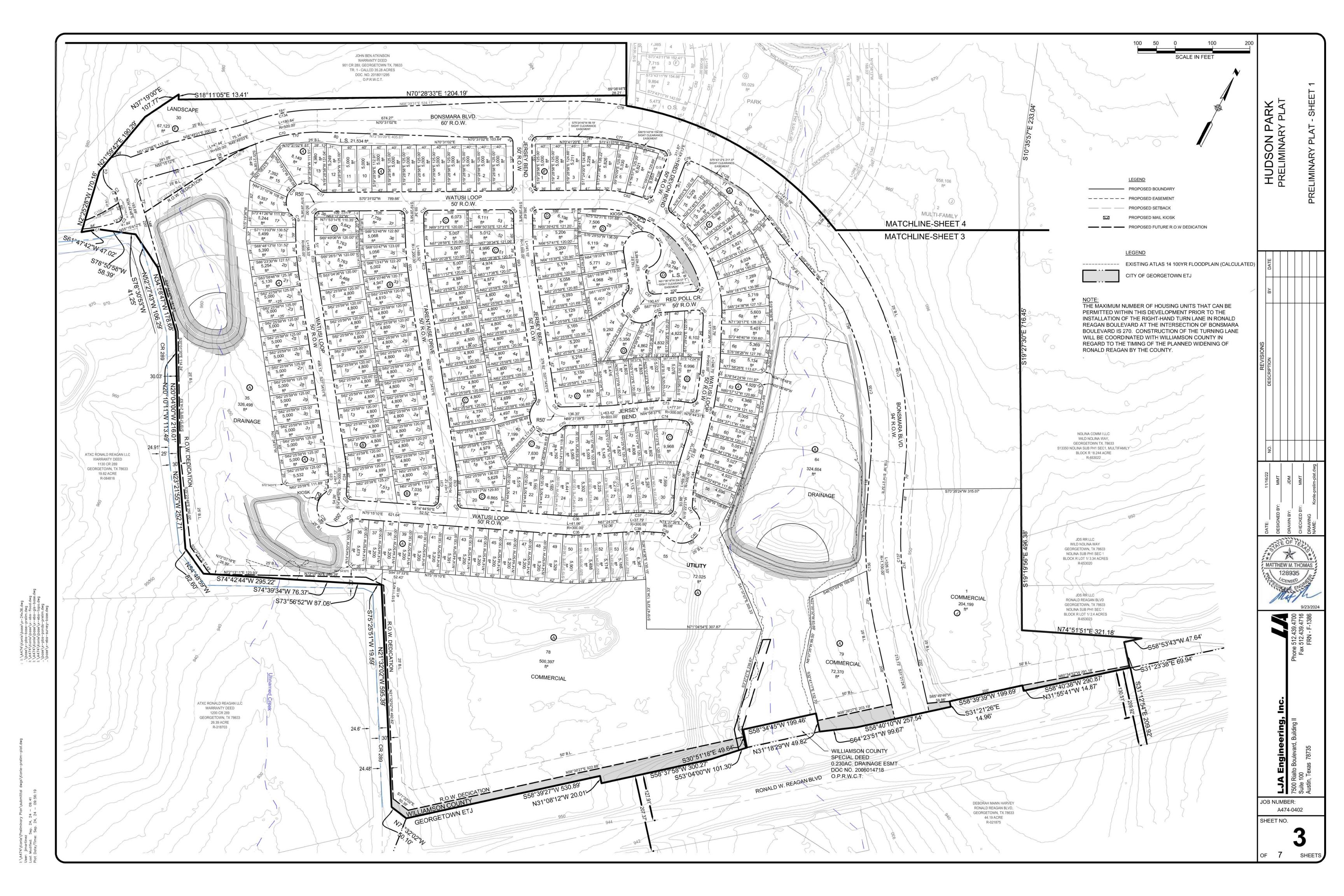
STREET TABLE	100500	DIGIT OF	DAVEMENT				
STREET NAME	ACCESS STATUS	RIGHT OF WAY	PAVEMENT & CURB TYPE	CUL-DE-SAC / ROW	CLASSIFICATION (DES. SPD.)	LENGTH	URBAN\ RURAL
OTTLET TANKE	SIATOS	WAT	<u>a conbitte</u>	COL-DL-GAO / NOW	CEASSITICATION (BES. SI B.)	ELIVOITI	ORDANITORAL
BONSMARA BLVD.	<b>PUBLIC</b>	94'	22.5' FOC-FOC/ 2	LANE W/MEDIAN	MINOR COLLECTOR (35mph)	2,329'	URBAN
BONSMARA BLVD.	PUBLIC	60	40' FOC-FOC	40'R/50'R	MINOR COLLECTOR (35mph)	1,245	URBAN
CR 289 (IMPROVEMENT)	PUBLIC	60'	40' FOC-FOC		MINOR COLLECTOR (35mph)	83'	URBAN
WATUSILOOP	PUBLIC	50'	30' FOC-FOC	40'R/50'R	LOCAL STREET (25mph)	3,597'	URBAN
TARENTAISE DR.	PUBLIC	50'	30' FOC-FOC		LOCAL STREET (25mph)	851'	URBAN
JERSEY BEND	PUBLIC	50'	30' FOC-FOC	40'R/50'R	LOCAL STREET (25mph)	1,217'	URBAN
RED POLL CIRCLE DR.	PUBLIC	50'	30' FOC-FOC	40'R/50'R	LOCAL STREET (25mph)	333'	URBAN
RED DOVEN BEND DRIVE	PUBLIC	50'	30' FOC-FOC	40'R/50'R	LOCAL STREET (25mph)	1,422'	URBAN
TEXAS WAGYU WAY	PUBLIC	50'	30' FOC-FOC	40'R/50'R	LOCAL STREET (25mph)	867'	URBAN
HAWK HOLLOW DR.	PUBLIC	50'	30' FOC-FOC	40'R/50'R	LOCAL STREET (25mph)	826'	URBAN
COPPER BELLY DR.	<b>PUBLIC</b>	50'	30' FOC-FOC		LOCAL STREET (25mph)	823'	URBAN
BLACK BALDY DR.	PUBLIC	50'	30' FOC-FOC	40'R/50'R	LOCAL STREET (25mph)	828'	URBAN
QUINN COVE	<b>PUBLIC</b>	50'	30' FOC-FOC	40'R/50'R	LOCAL STREET (25mph)	120'	URBAN
ROTTWEILER RD.	PUBLIC	50'	30' FOC-FOC	40'R/50'R	LOCAL STREET (25mph)	165'	URBAN

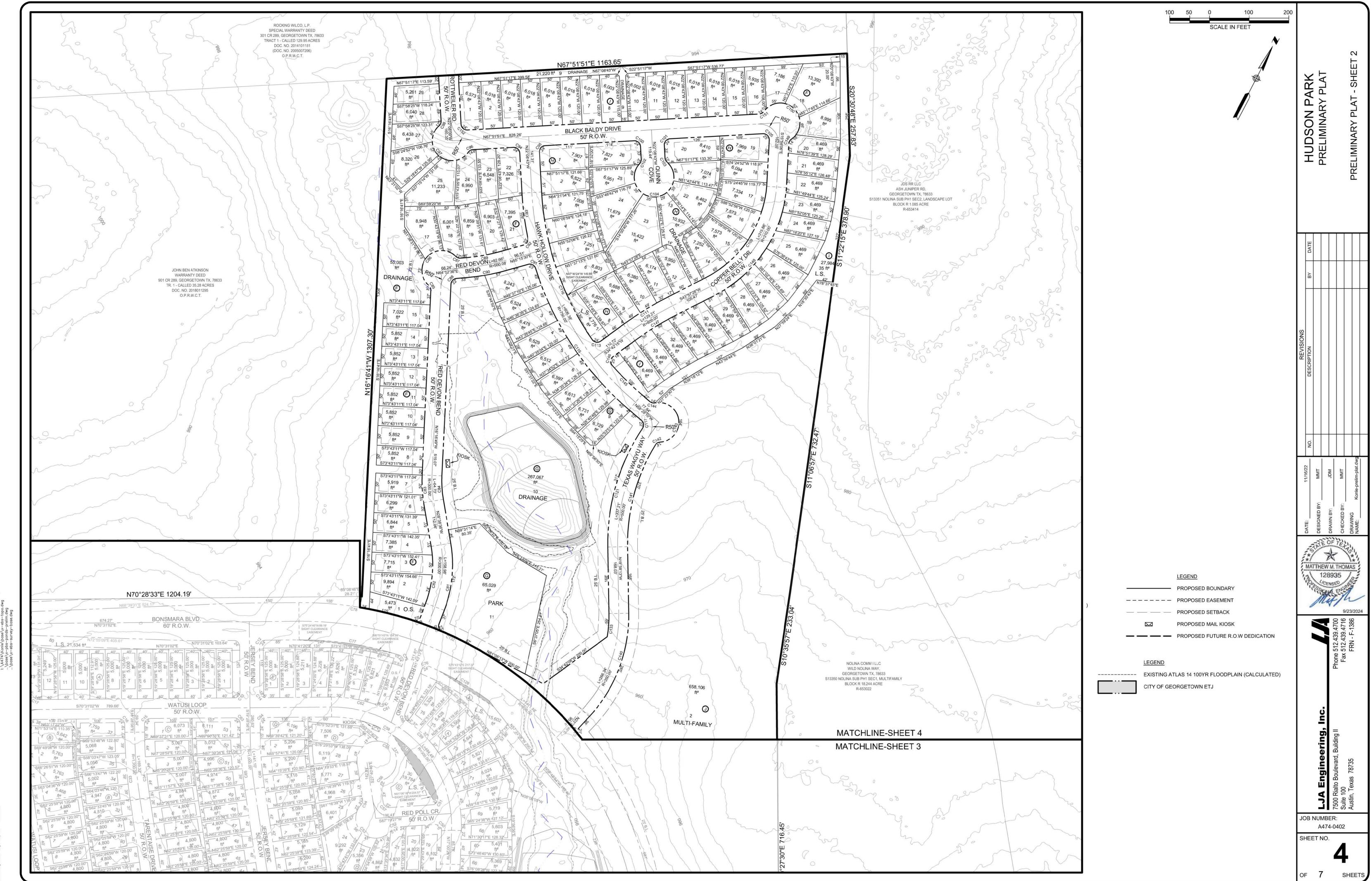
LAND L	JSE SUMMARY		
DESIGNATION:	ACREAGE	# OF LOTS	% OF PROJECT
STANDARD LOT:	39.27	291	32.02%
OPEN SPACE-DRAINAGE:	23.18	7	18.90%
OPEN SPACE-COMMERCIAL:	17.83	3	14.54%
OPEN SPACE-MULTI-FAMILY:	15.10	1	12.32%
OPEN SPACE- LANDSCAPE:	3.89	8	3.17%
WASTEWATER UTILITY & ACCESS:	1.65	1	1.34%
PARK / AMENITY:	1.49	1	1.21%
R.O.W.:	20.22	N/A	16.50%
TOTAL	122.63 AC	312	100%

### LJA Engineering, Inc.

7500 Rialto Boulevard, Building II Suite 100 Austin, Texas 78735 Phone 512.439.4700 Fax 512.439.4716 FRN-F-1386

I:\A474\Konle\Preliminary Plan\submitte User: jimartinez Last Modified: Sep. 23, 24 — 13:59 Plot Date/Time: Sep. 23, 24 — 14:15:0





JOB NUMBER:

A474-0402 SHEET NO.

SHEETS

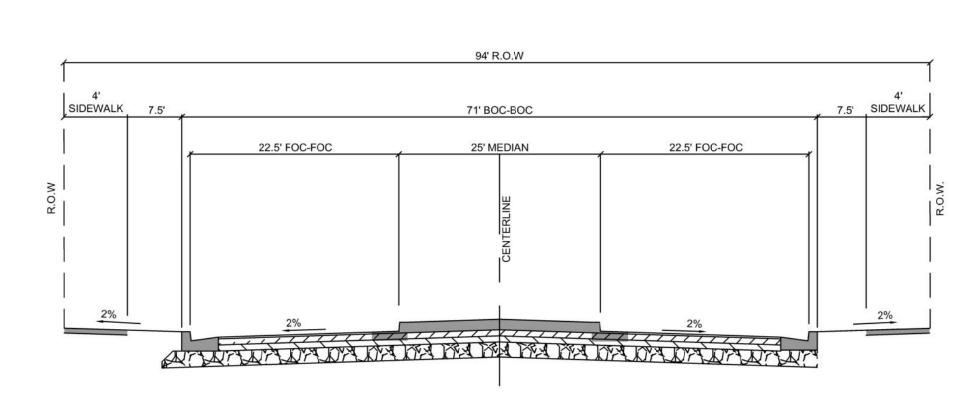
of **7** 

N35°37'48"E			
N2°46'38"W			
N9°33'58"W			
N12°44'41"W		50' R.O.W	
N64°50'30"W	4'		
N16°31'24"E	SIDEWALK 5.5'	31' BOC-BOC	5.5
S41°18'51"W		30' FOC-FOC	
N70°16'42"W			
 N1°42'50"W			
S79°14'18"E		CENTERLINE	
S10°45'42"W			
S70°07'17"E			
N71°52'44"W	2%	2%	
N45°19'22"W		TATATA FOR EN EN EN EN EN EN EURO POLATADA	
N35°59'06"W	1		
S47°11'44"W			
S81°35'35"W		50' R.O.W TYPICAL ROAD CROSS SECTION	
N64°28'58"W		NIS	
S25°31'02"W			

NTS

SIDEWALK	5.5'	41' BOC-BOC	5.5'	SIDEWA
	<u>,                                    </u>	40' FOC-FOC		
		E E E E E E E E E E E E E E E E E E E		
		GENTERLINE		
		· 1		
2%	-	2%	<u> </u>	2%

60' R.O.W TYPICAL ROAD CROSS SECTION



94'	R.O.W	TYPICAL	ROAD	CROSS	SECTIO
NTS					

		Cur	ve Tab	le	
Curve #	Delta	Radius	Length	Chord Length	Chord Direction
C1	10°59'07.51"	440.00'	84.36'	84.23'	N60°44'45"E
C2	90°00'00.00"	15.00'	23.56'	21.21'	N10°15'12"E
C3	46°11'12.98"	15.00'	12.09'	11.77'	N57°50'25"W
C4	180°21'36.72"	50.00'	157.39'	100.00'	N9°14'47"E
C6	90°00'00.00"	15.00'	23.56'	21.21'	S10°15'12"W
C8	5°32'59.28"	519.12'	50.28'	50.26'	S52°32'07"W
C10	20°41'58.86"	470.00'	169.80'	168.88'	S60°10'02"W
C12	90°00'00.00"	15.00'	23.56'	21.21'	N25°31'02"E
C13	90°00'00.00"	15.00'	23.56'	21.21'	S25°31'02"W
C14	90°00'00.00"	15.00'	23.56'	21.21'	N64°28'58"W
C15	90°00'00.00"	15.00'	23.56'	21.21'	S25°31'02"W
C16	90°00'00.00"	15.00'	23.56'	21.21'	N64°28'58"W
C17	52°01'12.46"	15.00'	13.62'	13.16'	N83°28'22"W
C18	193°58'22.78"	50.00'	169.27'	99.26'	S25°33'03"W
C19	53°44'41.42"	15.00'	14.07'	13.56'	S44°33'48"E
C20	89°54'41.56"	15.00'	23.54'	21.20'	S25°33'41"W
C21	9°53'47.71"	917.39'	158.46'	158.26'	S22°38'21"E
C22	10°05'04.84"	867.19'	152.63'	152.44'	S22°32'51"E
C23	13°25'17.39"	275.00'	64.42'	64.27'	S20°51'23"E
C24	12°49'11.18"	325.00'	72.72'	72.57'	S21°09'26"E

	Curve Table							
Curve #	Delta	Radius	Length	Chord Length	Chord Direct			
C25	51°24'08.52"	15.00'	13.46'	13.01'	S11°33'20"W			
C26	193°40'42.13"	50.00'	169.02'	99.29'	S59°34'57"E			
C27	51°40'27.40"	15.00'	13.53'	13.07'	N49°24'56"E			
C28	90°00'00.00"	15.00'	23.56'	21.21'	S59°44'50"E			
C29	90°00'00.00"	15.00'	23.56'	21.21'	N30°15'10"E			
C30	90°00'00.00"	15.00'	23.56'	21.21'	S59°44'50"E			
C31	12°49'11.18"	275.00'	61.53'	61.40'	N21°09'26"V			
C32	12°49'11.18"	325.00'	72.72'	72.57'	S21°09'26"E			
C33	8°05'03.29"	1,225.00'	172.84'	172.70'	N23°31'30"V			
C34	8°05'03.29"	1,175.00'	165.79'	165.65'	S23°31'30"E			
C35	7°50'32.36"	325.00'	44.48'	44.45'	N71°19'54"E			
C36	7°50'32.36"	275.00'	37.64'	37.61'	N71°19'54"E			
C37	7°13'01.48"	325.00'	40.94'	40.91'	N71°01'08"E			
C38	7°13'01.48"	275.00'	34.64'	34.62'	N71°01'08"E			
C39	52°01'12.46"	15.00'	13.62'	13.16'	S79°21'45"E			
C40	194°02'24.92"	50.00'	169.33'	99.25'	N29°37'39"E			
C41	52°01'12.46"	15.00'	13.62'	13.16'	N41°22'57"V			
C42	90°00'00.00"	15.00'	23.56'	21.21'	N29°37'39"E			
C43	13°14'50.36"	325.00'	75.14'	74.98'	N8°44'56"W			
C44	13°14'50.36"	275.00'	63.58'	63.44'	N8°44'56"W			

Curve #	Delta	Radius	Length	Chord Length	Chord Direction
C45	96°49'44.08"	15.00'	25.35'	22.44'	N51°50'37"W
C46	88°13'26.23"	15.00'	23.10'	20.88'	N35°37'48"E
C47	1°18'14.37"	925.00'	21.05'	21.05'	N2°46'38"W
C48	14°52'55.25"	975.00'	253.25'	252.54'	N9°33'58"W
C49	8°31'30.57"	925.00'	137.63'	137.51'	N12°44'41"W
C50	95°40'07.00"	15.00'	25.05'	22.24'	N64°50'30"W
C51	101°36'05.62"	15.00'	26.60'	23.25'	N16°31'24"E
C52	52°01'12.46"	15.00'	13.62'	13.16'	S41°18'51"W
C53	188°50'07.25"	50.00'	164.79'	99.70'	N70°16'42"W
C54	51°42'23.19"	15.00'	13.54'	13.08'	N1°42'50"W
C55	256°39'27.49"	50.00'	223.98'	78.45'	S79°14'18"E
C56	76°39'27.49"	15.00'	20.07'	18.61'	S10°45'42"W
C57	85°06'31.60"	15.00'	22.28'	20.29'	S70°07'17"E
C58	75°12'10.76"	275.01'	360.96'	335.60'	N71°52'44"W
C59	56°44'02.73"	324.99'	321.80'	308.82'	N45°19'22"W
C60	75°24'36.35"	15.00'	19.74'	18.35'	N35°59'06"W
C61	90°57'03.53"	15.00'	23.81'	21.39'	S47°11'44"W
C62	22°09'21.67"	324.99'	125.67'	124.89'	S81°35'35"W
C63	90°00'00.00"	15.00'	23.56'	21.21'	N64°28'58"W
C64	90°00'00.00"	15.00'	23.56'	21.21'	S25°31'02"W

Curve Table

Radius Length Chord Length Chord Direction

N14°48'06"E

N39°19'52"E

N80°31'29"E

S52°26'32"E

S37°54'01"E

N26°55'24"W

S2°40'25"E

S79°11'11"E

N82°59'13"W

N14°48'15"W

N60°10'02"E

S29°15'51"E

S22°51'28"E

N22°51'28"W

N36°05'32"W

N17°05'53"W

N1°49'47"E

N3°42'42"W

N40°07'11"E

N26°23'54"W

		Cur	/e Tabl	е	
Curve #	Delta	Radius	Length	Chord Length	Chord Direction
C65	8°05'03.29"	1,025.00'	144.62'	144.50'	N23°31'30"W
C66	8°05'03.29"	975.00'	137.57	137.46'	S23°31'30"E
C67	82°54'22.71"	15.00'	21.70'	19.86'	S69°01'13"E
C68	52°01'12.46"	15.00'	13.62'	13.16'	N1°33'25"W
C69	183°14'13.03"	50.00'	159.90'	99.96'	N67°09'56"W
C70	48°18'10.81"	15.00'	12.65'	12.27'	S45°22'03"W
C71	4°32'32.20"	775.00'	61.44'	61.42'	N67°14'53"E
C72	4°32'32.20"	825.00'	65.40'	65.39'	S67°14'53"W
C73	14°45'54.16"	325.00'	83.75'	83.52'	N72°21'34"E
C74	14°45'54.16"	275.00'	70.87'	70.67'	S72°21'34"W
C75	92°54'15.26"	15.00'	24.32'	21.74'	S44°43'55"E
C76	92°54'53.86"	15.00'	24.33'	21.75'	N48°10'39"E
C77	18°17'55.48"	803.00'	256.46'	255.37'	N79°40'00"E
C78	18°41'38.01"	897.00'	292.66'	291.37'	S79°51'51"W
C79	87°29'27.27"	15.00'	22.91'	20.74'	S45°27'56"W
C80	87°28'53.52"	15.00'	22.90'	20.74'	S42°01'14"E
C81	30°21'48.61"	325.00'	172.23'	170.22'	N13°27'42"W
C82	30°21'48.61"	275.00'	145.73'	144.03'	S13°27'42"E
C83	12°21'47.06"	325.00'	70.13'	69.99'	S22°27'43"E
C84	12°21'47.06"	275.00'	59.34'	59.22'	S22°27'43"E

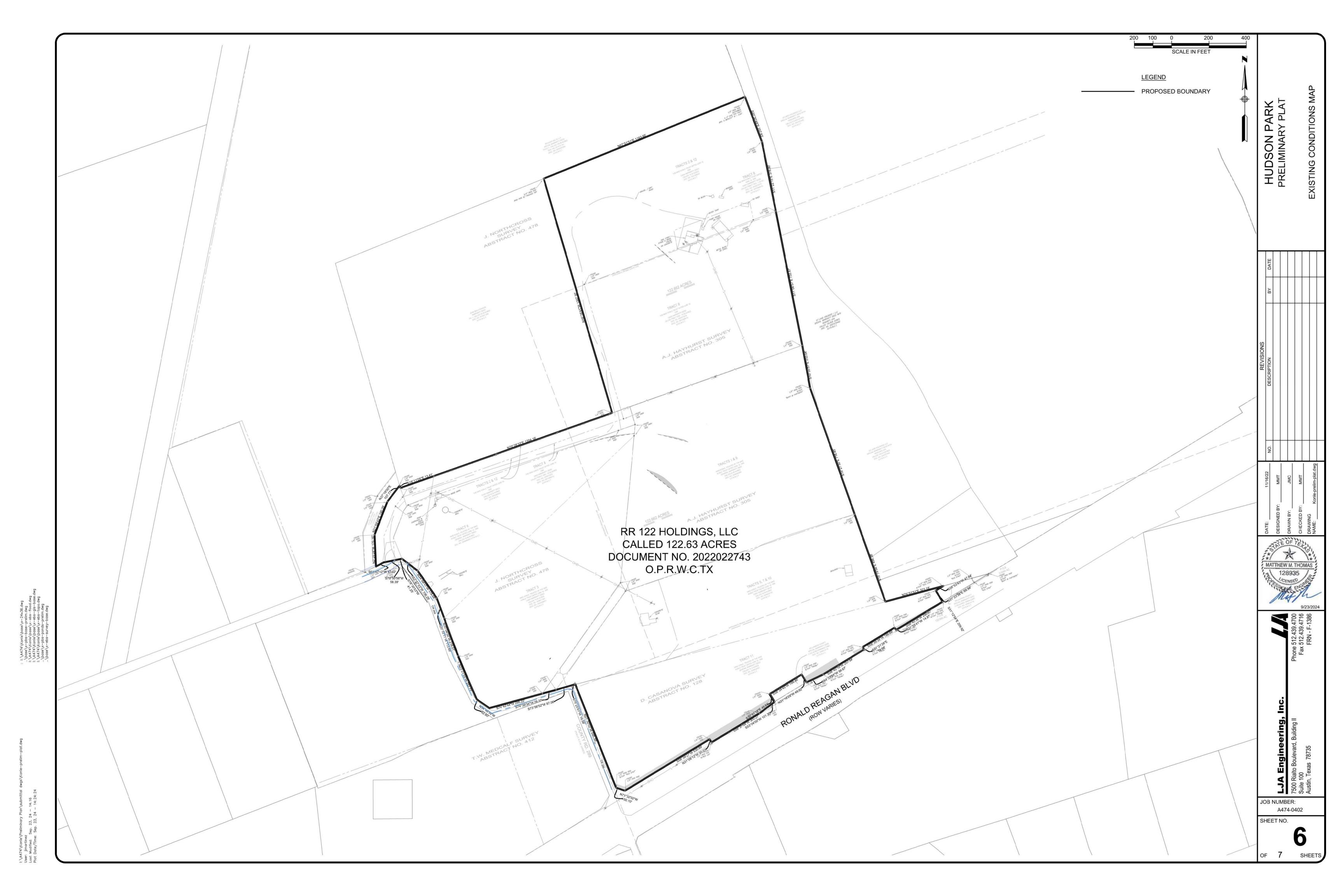
Curve Table							
Curve #	Delta	Radius	Length	Chord Length	Chord Directio		
C85	52°01'12.46"	15.00'	13.62'	13.16'	S42°17'25"E		
C86	184°40'21.62"	50.00'	161.16'	99.92'	S24°02'09"W		
C87	50°29'43.78"	15.00'	13.22'	12.80'	N88°52'32"W		
C88	82°09'25.39"	15.00'	21.51'	19.71'	S24°47'54"W		
C89	10°37'06.60"	475.00'	88.03'	87.90'	S60°34'03"W		
C90	10°37'06.60"	525.00'	97.30'	97.16'	N60°34'03"E		
C91	88°19'35.62"	15.00'	23.12'	20.90'	N80°34'42"W		
C92	85°52'03.05"	15.00'	22.48'	20.43'	S12°19'28"W		
C93	8°27'50.26"	775.00'	114.49'	114.38'	S26°22'38"E		
C94	90°00'00.00"	15.00'	23.56'	21.21'	S67°08'43"E		
C95	90°00'00.00"	15.00'	23.56'	21.21'	S22°51'17"W		
C96	52°01'12.46"	15.00'	13.62'	13.16'	N41°50'41"E		
C97	194°02'58.92"	50.00'	169.34'	99.25'	S67°08'26"E		
C98	52°01'12.46"	15.00'	13.62'	13.16'	S3°52'27"W		
C100	90°00'00.00"	15.00'	23.56'	21.21'	N67°08'43"W		
C101	90°00'00.00"	15.00'	23.56'	21.21'	S22°51'17"W		
C102	46°11'12.98"	15.00'	12.09'	11.77'	N0°56'53"E		
C103	46°11'12.98"	15.00'	12.09'	11.77'	S45°14'19"E		
C104	272°22'25.96"	50.00'	237.69'	69.23'	S67°51'17"W		
C105	96°10'36.89"	15.00'	25.18'	22.33'	N64°03'25"W		

gth	Chord Length	Chord Direction	Curve #	Delta	Radius	Length	Chord Le
.62'	13.16'	S42°17'25"E	C109	58°18'43.74"	285.00'	290.06'	277.70'
.16'	99.92'	S24°02'09"W	C111	9°15'12.95"	825.00'	133.24'	133.10'
22'	12.80'	N88°52'32"W	C113	91°38'26.58"	15.00'	23.99'	21.51'
.51'	19.71'	S24°47'54"W	C115	32°03'15.40"	775.00'	433.58'	427.94'
.03'	87.90'	S60°34'03"W	C116	31°30'35.01"	725.00'	398.71'	393.71'
.30'	97.16'	N60°34'03"E	C117	83°05'32.17"	15.00'	21.75'	19.90'
.12'	20.90'	N80°34'42"W	C121	34°35'35.15"	525.00'	316.98'	312.18'
.48'	20.43'	S12°19'28"W	C128	12°21'25.99"	803.00'	173.19'	172.85'
.49'	114.38'	S26°22'38"E	C132	5°32'55.46"	897.00'	86.87'	86.83'
.56'	21.21'	S67°08'43"E	C133	10°19'56.37"	325.00'	58.61'	58.53'
.56'	21.21'	S22°51'17"W	C134	20°41'58.86"	530.00'	191.48'	190.44'
.62'	13.16'	N41°50'41"E	C135	29°48'39.13"	803.00'	417.80'	413.10'
.34'	99.25'	S67°08'26"E	C136	16°59'51.92"	1,147.00'	340.28'	339.03'
.62'	13.16'	S3°52'27"W	C137	16°59'51.92"	1,053.00'	312.39'	311.25'
.56'	21.21'	N67°08'43"W	C138	43°28'01.00"	897.00'	680.50'	664.30'
.56'	21.21'	S22°51'17"W	C139	81°27'19.14"	15.00'	21.32'	19.57'
.09'	11.77'	N0°56'53"E	C140	43°35'59.26"	375.00'	285.36'	278.52'
.09'	11.77'	S45°14'19"E	C141	32°31'01.51"	475.00'	269.58'	265.97'
'.69'	69.23'	S67°51'17"W	C142	55°08'45.33"	15.00'	14.44'	13.89'
.18'	22.33'	N64°03'25"W	C143	188°10'56.32"	50.00'	164.22'	99.75'

Curve Table					
Curve #	Delta	Radius	Length	Chord Length	Chord Direction
C155	12°06'31.69"	470.00'	99.33'	99.14'	N43°30'29"E
C156	12°21'49.50"	470.00'	101.42'	101.22'	S43°38'08"W

	Curve Table					
Curve #	Delta	Radius	Length	Chord Length	Chord Direction	
C144	52°01'12.46"	15.00'	13.62'	13.16'	S85°31'14"W	
C145	8°21'09.60"	725.00'	105.69'	105.60'	N64°17'35"W	
C146	94°49'15.80"	15.00'	24.82'	22.09'	N12°42'22"W	
C147	9°15'13.44"	775.00'	125.17'	125.03'	N39°19'52"E	
C148	58°26'14.92"	335.00'	341.68'	327.06'	N14°44'21"E	
C149	52°41'23.14"	15.00'	13.79'	13.31'	N10°22'35"E	
C150	200°53'15.58"	50.00'	175.31'	98.34'	N63°43'21"W	
C151	52°01'49.56"	15.00'	13.62'	13.16'	S41°50'56"W	
C152	90°00'00.00"	15.00'	23.56'	21.21'	N67°08'09"W	

Sep. 23, 24 - 15:10 : Sep. 23, 24 - 15:16:



#### EXHIBIT "A"

DESCRIPTION OF A 122.635 ACRE TRACT OF LAND OUT OF THE D. CASANOVA SURVEY, ABSTRACT NO. 126, THE A.J. HAYHURST SURVEY, ABSTRACT NO. 305, AND THE J. NORTHCROSS SURVEY, ABSTRACT NO. 478, CONVEYED TO RR 122 HOLDINGS, LLC, DESCRIBED IN EXHIBIT "A" AS A CALLED 122.662 ACRE TRACT, RECORDED IN DOCUMENT NO. 2022022743, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 122.635 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND (GRID NORTHING: 10,237,501.60, GRID EASTING: 3,083,966.17), BEING ON THE NORTHWEST LINE OF RONALD W. REAGAN BOULEVARD (VARIABLE WIDTH RIGHT-OF-WAY), FOR THE SOUTHWEST CORNER OF A CALLED 0.245 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NO. 2006014718, O.P.R.W.C.TX., FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE NORTHWEST LINE OF SAID RONALD W. REAGAN BOULEVARD THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

- 1) SOUTH 58 DEGREES 40 MINUTES 38 SECONDS WEST, A DISTANCE OF 290.87 FEET TO A 1/2-
- INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND, 2) NORTH 31 DEGREES 55 MINUTES 41 SECONDS WEST, A DISTANCE OF 14.87 FEET TO A 1/2-
- INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND, 3) SOUTH 58 DEGREES 39 MINUTES 39 SECONDS WEST, A DISTANCE OF 199.69 FEET TO A 1/2-
- INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
- 4) SOUTH 31 DEGREES 21 MINUTES 26 SECONDS EAST, A DISTANCE OF 14.96 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
- 5) SOUTH 58 DEGREES 40 MINUTES 10 SECONDS WEST, A DISTANCE OF 257.54 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
- 6) SOUTH 64 DEGREES 23 MINUTES 51 SECONDS WEST, A DISTANCE OF 99.67 FEET TO A 1/2-
- INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND, 7) NORTH 31 DEGREES 18 MINUTES 29 SECONDS WEST, A DISTANCE OF 49.82 FEET TO A 1/2-
- INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
- 8) SOUTH 58 DEGREES 34 MINUTES 45 SECONDS WEST, A DISTANCE OF 199.46 FEET TO A 1/2-INCH IRON ROD FOUND,
- 9) SOUTH 30 DEGREES 51 MINUTES 18 SECONDS EAST, A DISTANCE OF 49.64 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
- 10) SOUTH 53 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 101.30 FEET TO A CALCULATED POINT,
- 11) SOUTH 58 DEGREES 37 MINUTES 58 SECONDS WEST, A DISTANCE OF 300.27 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
- 12) NORTH 31 DEGREES 08 MINUTES 12 SECONDS WEST, A DISTANCE OF 20.01 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
- 13) SOUTH 58 DEGREES 39 MINUTES 27 SECONDS WEST, A DISTANCE OF 530.89 FEET TO A CALCULATED POINT, AND
- 14) NORTH 71 DEGREES 32 MINUTES 02 SECONDS WEST, A DISTANCE OF 50.10 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND AT THE INTERSECTION OF SAID RONALD W. REAGAN BOULEVARD AND COUNTY ROAD 289, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE NORTHEAST LINE OF SAID COUNTY ROAD 289 THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

1) NORTH 21 DEGREES 32 MINUTES 02 SECONDS WEST, A DISTANCE OF 595.39 FEET TO A CALCULATED POINT,

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Williamson County, Texas D. Casanova Survey, Abstract No. 126 A.J. Hayhurst Survey, Abstract No. 305

J. Northcross Survey, Abstract No. 478

#### EXHIBIT "A"

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- 2) SOUTH 75 DEGREES 25 MINUTES 51 SECONDS WEST, A DISTANCE OF 19.59 FEET TO A 1/2-
- 3) SOUTH 73 DEGREES 56 MINUTES 52 SECONDS WEST, A DISTANCE OF 87.06 FEET TO A 1/2-INCH IRON ROD FOUND.
- 4) SOUTH 74 DEGREES 39 MINUTES 34 SECONDS WEST, A DISTANCE OF 76.37 FEET TO A 1/2-INCH IRON ROD FOUND,
- 5) SOUTH 74 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 295.22 FEET TO A CALCULATED POINT,
- 6) NORTH 54 DEGREES 48 MINUTES 59 SECONDS WEST, A DISTANCE OF 82.60 FEET TO A 1/2-
- INCH IRON ROD FOUND, 7) NORTH 23 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 252.71 FEET TO A 1/2-
- INCH IRON ROD FOUND, 8) NORTH 20 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 216.01 FEET TO A 1/2-
- INCH IRON ROD FOUND. 9) NORTH 20 DEGREES 10 MINUTES 11 SECONDS WEST, A DISTANCE OF 113.49 FEET TO A 1/2-
- INCH IRON ROD FOUND. 10) NORTH 34 DEGREES 58 MINUTES 47 SECONDS WEST, A DISTANCE OF 178.68 FEET TO A 1/2-
- INCH IRON ROD FOUND, 11) NORTH 52 DEGREES 27 MINUTES 43 SECONDS WEST, A DISTANCE OF 106.29 FEET TO A 1/2-
- INCH IRON ROD FOUND, 12) SOUTH 78 DEGREES 30 MINUTES 53 SECONDS WEST, A DISTANCE OF 41.25 FEET TO A 1/2-INCH IRON ROD FOUND IMMEDIATELY ADJACENT TO A 60D NAIL.
- 13) SOUTH 78 DEGREES 50 MINUTES 58 SECONDS WEST, A DISTANCE OF 58.39 FEET TO A 1/2-INCH IRON ROD (BENT) FOUND, AND
- 14) SOUTH 61 DEGREES 47 MINUTES 42 SECONDS WEST, A DISTANCE OF 47.02 FEET TO A CALCULATED POINT ON THE NORTHWEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 289, FOR A COMMON ANGLE POINT OF A CALLED 129.95 ACRE TRACT CONVEYED TO ROCKING WILCO, L.P., RECORDED IN DOCUMENT NO. 2014101181, O.P.R.W.C.TX. AND THE HEREIN DESCRIBED TRACT, FROM WHICH A NAIL IN CONCRETE FOUND BEARS SOUTH 10 DEGREES 34 MINUTE 54 SECOND EAST, A DISTANCE OF 0.37 FEET;

THENCE WITH THE COMMON LINE OF SAID 129.95 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) NORTH 02 DEGREES 25 MINUTES 28 SECONDS WEST, A DISTANCE OF 170.16 FEET TO A 1/2-INCH IRON ROD FOUND.
- 2) NORTH 20 DEGREES 59 MINUTES 42 SECONDS EAST, A DISTANCE OF 190.29 FEET TO A 1/2-INCH IRON ROD FOUND, AND
- 3) NORTH 37 DEGREES 19 MINUTES 00 SECONDS EAST, A DISTANCE OF 107.77 FEET TO A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF A CALLED 35.28 ACRE TRACT CONVEYED TO JOHN BEN ATKINSON, RECORDED IN DOCUMENT NO. 2018011295, O.P.R.W.C.TX., FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 35.28 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) SOUTH 18 DEGREES 11 MINUTES 05 SECONDS EAST, A DISTANCE OF 13.41 FEET TO A 1/2-
- INCH IRON ROD FOUND, AND 2) NORTH 70 DEGREES 28 MINUTES 33 SECONDS EAST, A DISTANCE OF 1,204.19 FEET TO A 1/2-INCH IRON ROD (BENT) FOUND, AND

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Williamson County, Texas D. Casanova Survey, Abstract No. 126 A.J. Hayhurst Survey, Abstract No. 305 J. Northcross Survey, Abstract No. 478

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#### EXHIBIT "A"

3) NORTH 16 DEGREES 16 MINUTES 41 SECONDS WEST, A DISTANCE OF 1,307.30 FEET TO A 3/4-INCH PINCHED TOP PIPE FOUND ON THE SOUTHEASTERLY LINE OF SAID 129.95 ACRE TRACT, FOR THE NORTH CORNER OF SAID 35.28 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 67 DEGREES 51 MINUTES 51 SECONDS EAST, WITH SAID THE COMMON LINE OF SAID 129.95 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 1,163.65 FEET TO A CALCULATED POINT ON THE EAST LINE OF A CALLED 413.839 ACRE TRACT CONVEYED TO GT LAND HOLDINGS I, LLC, RECORDED IN DOCUMENT NO. 2021072442, O.P.R.W.C.TX., FOR A SOUTHEAST CORNER OF SAID 129.95 ACRE TRACT, AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED

THENCE WITH THE WEST LINE OF SAID 413.839 ACRE TRACT AND A CALLED 109.818 ACRE TRACT CONVEYED TO GT LAND HOLDINGS I, LLC, RECORDED IN DOCUMENT NO. 2021072442, O.P.R.W.C.TX., THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- 1) SOUTH 20 DEGREES 30 MINUTES 48 SECONDS EAST, A DISTANCE OF 257.83 FEET TO A 1/2-
- INCH IRON ROD FOUND, 2) SOUTH 11 DEGREES 22 MINUTES 15 SECONDS EAST, A DISTANCE OF 378.90 FEET TO A 1/2-
- INCH IRON ROD FOUND, 3) SOUTH 11 DEGREES 06 MINUTES 57 SECONDS EAST, A DISTANCE OF 732.47 FEET TO A 1/2-
- INCH IRON ROD IN A CONCRETE FENCE CORNER FOUNDATION FOUND, 4) SOUTH 10 DEGREES 35 MINUTES 57 SECONDS EAST, A DISTANCE OF 233.04 FEET TO A 1/2-
- INCH IRON ROD WITH CAP STAMPED "BURY PARTNERS" FOUND. 5) SOUTH 19 DEGREES 27 MINUTES 30 SECONDS EAST, A DISTANCE OF 716.45 FEET TO A 1/2-
- INCH IRON ROD FOUND, 6) SOUTH 19 DEGREES 19 MINUTES 56 SECONDS EAST, A DISTANCE OF 496.38 FEET TO A 1/2-
- INCH IRON ROD FOUND, FOR A COMMON SOUTH CORNER OF SAID 109.818 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, AND 7) NORTH 74 DEGREES 51 MINUTES 51 SECONDS EAST, A DISTANCE OF 321.18 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND FOR A NORTHERLY ANGLE POINT OF

THENCE WITH THE COMMON LINE OF SAID 0.245 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

SAID 0.245 ACRE TRACT AND THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED

1) SOUTH 58 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 47.64 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND, AND

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Williamson County, Texas D. Casanova Survey, Abstract No. 126 A.J. Hayhurst Survey, Abstract No. 305 J. Northcross Survey, Abstract No. 478

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#### EXHIBIT "A"

2) SOUTH 31 DEGREES 23 MINUTES 38 SECONDS EAST, A DISTANCE OF 69.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 122.635 ACRES OF LAND, MORE OR LESS.

The basis of bearing for this survey is the Texas State Coordinate System, Central Zone, NAD 83. All distances are grid values, U.S. Survey Feet.



Texas Registered Professional Land Surveyor No. 6864 7500 Rialto Blvd., Bldg. II, Ste. 100 Austin, Texas 78735 T.B.P.E.L.S. No. 10194382

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Sep. 23, 24 - 14:16 : Sep. 23, 24 - 14:25:

SHEETS

#### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024

Replat of the Brushy Bend Park Lot 66 subdivision - Pct 3

Submitted For: Adam Boatright Submitted By: Adam Boatright, Infrastructure

**Department:** Infrastructure **Agenda Category:** Consent

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on approval for the replat of the Brushy Bend Park, Lot 66 subdivision – Precinct 3.

#### **Background**

This subdivision consists of 2 lots with no new roads. The purpose of this replat is to subdivide the single existing lot into 2 newly configured lots.

#### **Timeline**

2023-01-23 - initial submittal of the replat

2023-02-21 - 1st review complete with comments

2023-07-18 - 2nd submittal of replat

2023-07-26 - 2nd review complete with comments

2023-07-18 – 3rd submittal of replat

2023-08-06 - 3rd review complete with comments

2023-08-18 - 4th submittal of replat

2023-08-22 - 4th review complete with comments

2024-09-19 - 5th submittal of replat with signatures

2024-09-25 - 5th review complete with comments clear

2024-09-26 - replat placed on the October 1, 2024 Commissioners Court agenda for consideration

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

replat - Brushy Bend Park Lot 66

#### Form Review

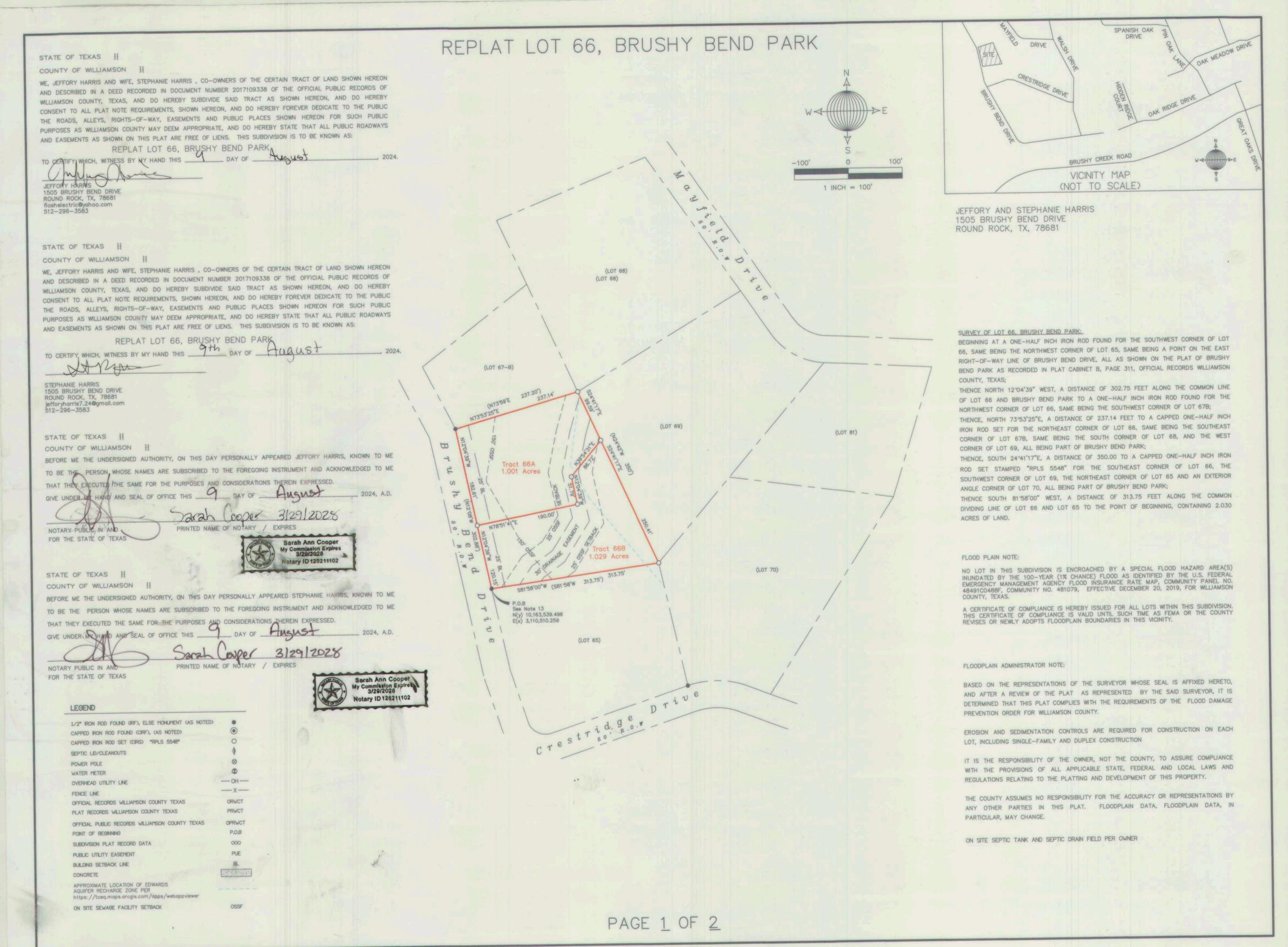
Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 11:57 AM

Form Started By: Adam Boatright Final Approval Date: 09/26/2024

Started On: 09/26/2024 11:41 AM

14.



LIDAR DATA PROVIDED BY RACHEL HARTZLER, P.E. TOPOGRAPHIC SURVEY NOT PERFORMED BY THE UNDERSIGNED.

#### PLAT NOTES:

- 1. THE BENCHMARKS USED ARE: LCRA SUB-HARN MONUMENT ID: A754, NORTHING: 10015460.5184 EASTING: 3246626.1226 (NAD83) ELEVATION: 362.577 (NAVD 88)
- 2. WATER SERVICE IS PROVIDED BY: AQUA WATER SUPPLY CORPORATION
- 3. WASTEWATER SERVICE IS PROVIDED BY: OSSF
- 4. ELECTRIC SERVICE IS PROVIDED BY: BLUEBONNET ELECTRIC
- 5. NO RESEARCH WAS PERFORMED BY THE UNDERSIGNED REGARDING EASEMENTS, BUILDING LINES OR CONDITIONS OF RECORD. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A CURRENT TITLE COMMITMENT
- 6. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVMENETS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OF NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- 7. DEVELOPER OR PROPERTY OWNER SHALL BE SOLELY RESPONSIBLE FOR ALL RELOCATION AND MODIFICATIONS TO EXISTING UTILITIES.
- 8. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION ELEVATION SHALL BE 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.
- 9. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO ALL EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS
  BY GOVERNMENTAL AUTHORITIES.
- 10. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN, EXCEPT AS APPROVED BY WILLIAMSON COUNTY.
- 11. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNEES.
- 12. A WILLIAMSON COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- 13. BEARING BASIS: GRID NORTH, LAMBERT CONFORMAL CONIC PROJECTION, COORDINATE BASIS: GRID IN UNITED STATES SURVEY
  FEET A PART OF THE STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, 4203, NAD83
- 14. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
- 15. NO NEW DRIVEWAYS OR DRIVEWAY CULVERTS ARE BEING PROPOSED WITH THIS REPLAT.
- 16. OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.
- 17. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
- 18. MAXIMUM 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORM WATER 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 STORM WATER MANAGEMENT CONTROLS PROPOSED ON
- 19. THIS SUBDIVISION IS DESIGNED TO ALLOW NATURAL DRAINAGE PATTERNS TO SHEET FLOW ACROSS PROPERTIES AND ROADWAYS.

  PROPERTY GRADING SHALL DIRECT WATER AWAY FROM THE STRUCTURAL FOUNDATION, INCLUDING STORM WATER THAT ORIGINATES

  ACROSS ROADWAYS. IT IS THE PROPERTY OWNER'S RESPONSIBILITY TO ENSURE THAT TOP OF GRASS OR OTHER LANDSCAPING ALONG
  RIBBON CURB, DOES NOT OBSTRUCT OR REDIRECT FLOW WITHIN THE RIGHT—OF—WAY.
- 20. 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.
- 21. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORM WATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATIONS B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORM WATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.

#### PLAT NOTES (CONTINUED):

22. THIS SUBDIVISION IS SUBJECT TO STORM—WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY FLOOD DAMAGE PREVENTION ORDER AND SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

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

24. DRIVEWAY MAINTENANCE - 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.

25. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

26. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST BE INSTALLED AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

27. EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRUCTIONS AS SET FORTH IN THE ORIGINAL PLAT OF BRUSHY CREEK, AS RECORDED IN PLAT CABINET B, SLIDES 311-315, PLAT RECORDS WILLIAMSON COUNTY, TEXAS.

28. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY PUBLIC RECORDS OF WILLIAMSON COUNTY.

29. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.

30. ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.

I, ROBERT STEUBING, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS.

ROBERT STEUBING, REGISTERED PROFESSIONAL LAND SURVEYOR 5548

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON—SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCITED WITH IT.

Aclam D. Bookget 09/26/2029

ADAM D. BOATRIGHT, P.E.

DATE

WILLIAMSON COUNTY ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS 19 DAY
OF SEPTEMBER 2024, A.D.
WILLIAMSON COUNTY ADDRESSING COORDINATOR
CINCLE Bridge'S

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 ADN THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

STATE OF TEXAS }{
COUNTY OF WILLIAMSON }{

I, NANCY E. RISTER, COUNTY CLERK OF THE COUNTY COURT OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2024, A.D. AT \_\_\_\_\_\_ O'CLOCK \_\_\_\_ .M., IN THE PLAT RECORDS OF WILLIAMSON, COUNTY, TEXAS IN PLAT CABINET \_\_\_\_\_, PAGE \_\_\_\_\_ FILED FOR RECORD ON THE \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2024, A.D.

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.

DEPUTY

COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS }{
COUNTY OF WILLIAMSON }{
KNOWN ALL MEN BY THESE PRESENTS

I, ROBERT STEUBING, R.P.L.S., DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON THE GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED, UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS. THIS TRACT IS LOCATED PARTIALLY WITHIN THE EDWARDS AQUIFER RECHARGE ZONE PER TCEQ GIS MAP AVAILABLE AT: https://tceq.maps.arcgis.com

Professional Engineers and Land Surveyor Firm No. 10194596

ROBERT C. STELENS

5548

SUR

25 TAHITIAN DRIVE

ASTROP. TEXAS

Robert C. Steubing 03/

INITIAL DATE: 01/23/2023

REVISION DATE: 02/28/2023

REVISION DATE: 08/18/2023

PROPERTY ADDRESS: 1505 BRUSHY BEND DRIVE ROUND ROCK, TEXAS 78681 FB: 13/47

WA3103-2022 HARRIS.dwg

PAGE 2 OF 2

#### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024

Preliminary plat for the Gindin subdivision - Pct 4

Submitted For: Adam Boatright Submitted By: Adam Boatright, Infrastructure

15.

**Department:** Infrastructure **Agenda Category:** Consent

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Gindin subdivision – Precinct 4.

#### **Background**

This proposed subdivision consists of 2 single family lots and no new roads on 10.03 acres.

#### **Timeline**

2024-08-01 - initial submittal of the preliminary plat

2024-08-27 - 1st review complete with minor comments

2024-09-18 - 2nd submittal of preliminary plat

2024-09-25 - 2nd review complete with comments clear

2024-09-26 - preliminary plat placed on the October 1, 2024 Commissioners Court agenda for consideration

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

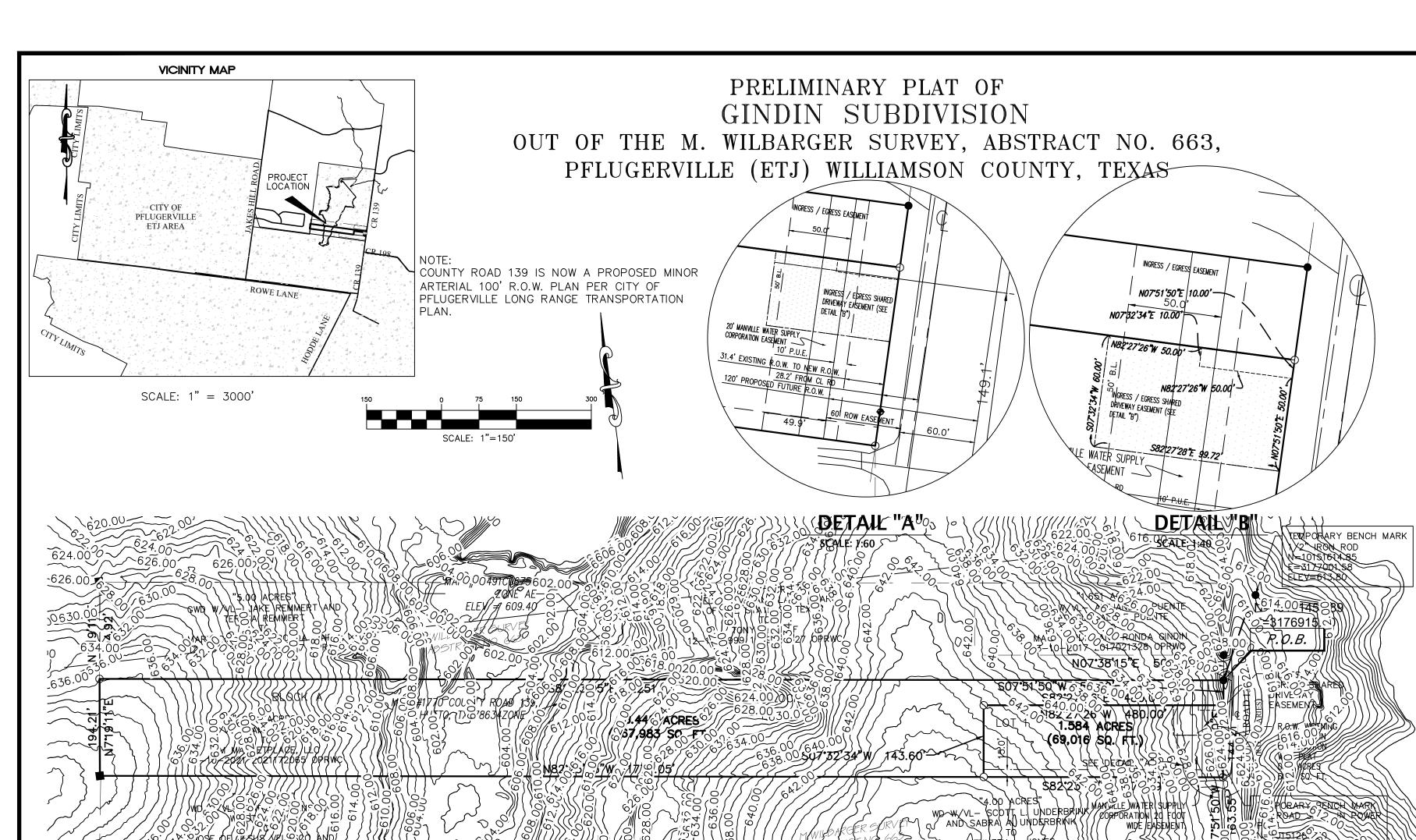
preliminary plat - Gindin

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 11:57 AM

Form Started By: Adam Boatright Started On: 09/26/2024 11:45 AM Final Approval Date: 09/26/2024



- THE CITY OF PFLUGERVILLE WILL BE THE WASTEWATER PROVIDER, SEE THE WASTEWATER WAVIER ON SHEET 4.
- WATER SHALL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO WATER. A 10-FT PUE SHALL BE DEDICATED TO THE CITY OF PFLUGERVILLE ALONG ALL STREET FRONTAGES.
- EASEMENT(S) DEDICATED TO THE PUBLIC BY THIS PLAT SHALL ALSO BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ENGINEERING DESIGN MANUAL PER ORDINANCE NO. 1206-15-02-24. THE GRANTOR PM MARKET PLACE LLC, 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.
- NO IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STRUCTURES, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A PUBLIC EASEMENT, EXCEPT AS APPROVED BY THE CITY.
- 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.
- NO SIDEWALK WILL BE CONSTRUCTED
- THIS SUBDIVISION IS SUBJECT TO ALL CITY OF PFLUGERVILLE ORDINANCES OR TECHNICAL MANUALS RELATED TO TREE PRESERVATION PER CITY ORDINANCE# 1203-15-02-24 AND CITY RESOLUTION# 1224-09-08-25-8A.
- THE COMMUNITY IMPACT FEE RATE FOR WATER AND WASTEWATER IS HEREBY ACCESSED AND ESTABLISHED ACCORDING TO THE CITY OF PFLUGERVILLE ORDINANCE NO. 1441-20-04-14. COMMUNITY IMPACT FEES FOR INDIVIDUAL LOTS SHALL BE PAID PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.

- THIS SUBDIVISION SHALL MITIGATE POST-DEVELOPMENT PEAK RUNOFF RATES FOR THE 2 YEAR, 25 YEAR AND 100 YEAR STORM EVENTS.
- 12. ALL ELECTRIC UTILITY INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO IELEPHONE, CABLE TELEVISION, ELECTRIC UTILITY LATERAL AND SERVICE LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PFLUGERVILLE ENGINEERING DESIGN MANUAL AS AMENDED.
- 13. 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.
- 14. CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE CITY OF PFLUGERVILLE PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
- 15. ALL PROPOSED FENCES, WALLS AND LANDSCAPING ADJACENT TO INTERSECTING PUBLIC ROADWAY RIGHT-OF-WAY OR ADJACENT TO PRIVATE ACCESS DRIVES SHALL BE IN COMPLIANCE WITH THE SITE 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 OF INSURANCE REQUIREMENTS. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED AT THE OWNER'S SOLE EXPENSE IF PLANS TO DEVELOP THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- 17. THE ASSESSED ROADWAY IMPACT FEE IS HEREBY ASSESSED AND ESTABLISHED ACCORDING TO THE CITY OF PFLUGERVILLE ORDINANCE NO. 1470-20-11-24. ROADWAY IMPACT FEES WILL BE PAID PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT.
- 18. PUBLIC IMPROVEMENTS NEEDED TO SERVE THIS DEVELOPMENT MUST BE FULLY BUILT AND ACCEPTED BY THE CITY OR 110% FISCAL SURETY PROVIDED BEFORE THE FINAL PLAT CAN BE RECORDED.

#### **LEGEND**

IRON ROD FOUND

IRON ROD SET

BENCHMARK

CITY LIMITS/ETJ

#### UTILITY PROVIDERS:

WATER: - MANVILLE WATER SUPPLY CORPORATION ELECTRICITY: ONCOR ELECTRIC SEWAGE: CITY OF PFLUGERVILLE

S 00° 03′ 49″ W; 200.80′

ABSTRACT 663

APPROX BEARING/DISTANCE TO THE

SOUTHEAST CORNER - M. WILBARGER SURVEY

#### <u>ABBREVIATIONS</u>

FND. - FOUND I.R. - IRON ROD

I.P. - IRON PIPE R.O.W. - RIGHT-OF-WAY

DRWC - DEED RECORDS OF WILLIAMSON COUNTY, TEXAS ORWC - OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS OPRWC - OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

WD - WARRANTY DEED GWD - GENERAL WARRANTY DEED

SWD - SPECIAL WARRANTY DEED W/VL - DEED WITH VENDOR'S LIEN WCR - WILLIAMSON COUNTY ROAD

2022-40-FP

PM MARKETPLACE LLC 1808 COUNTY ROAD 139, HUTTO, TEXAS 78634

#### SURVEYOR:

BRUCE BRYAN, RPLS BRYAN TECHNICAL SERVICES, INC. 911 NORTH MAIN TAYLOR, TEXAS 76574 512-352-9090

#### ENGINEER:

HAGOOD ENGINEERING ASSOCIATES, INC. 900 EAST MAIN STREET ROUND ROCK, TX 78664 512-244-1546 TBPE FIRM NO.F-12709

#### LEGAL DESCRIPTION:

10.032 ACRE TRACT OF LAND IN THE M. WILBARGER SURVEY, ABSTRACT NO. 663, WILLAMSON COUNTY, TEXAS,

#### PATENT SURVEY:

M. WILBARGER SURVEY NO. 8 ABSTRACT NO. 663

TOTAL NUMBER OF BLOCKS: TOTAL NUMBER OF LOTS: PROPOSED LAND USE: RESIDENTIAL LINEAR FEET OF NEW STREETS: 0

TOTAL ACREAGE: 10.032 ACRES

#### SUBMITTAL DATE:

12-22-2023

#### BENCHMARK DESCRIPTION:

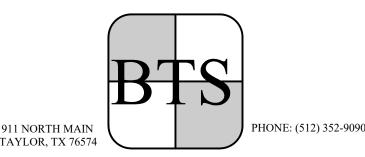
TEMPORARY BENCH MARK RAILROAD SPIKE IN POWER POLE N=10151288.70 E=2176893.33 ELEVATION=623.99 TEMPORARY BENCH MARK 1/2" IRON ROD N=10151614.85 E=3177001.58 ELEV=613.80

(NAVD 88, GEOID MODEL 2012B)

PRELIMINARY PLAT OF GINDIN SUBDIVISION

10.032 ACRES TRACT OUT OF THE M. WILBARGER SURVEY, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS

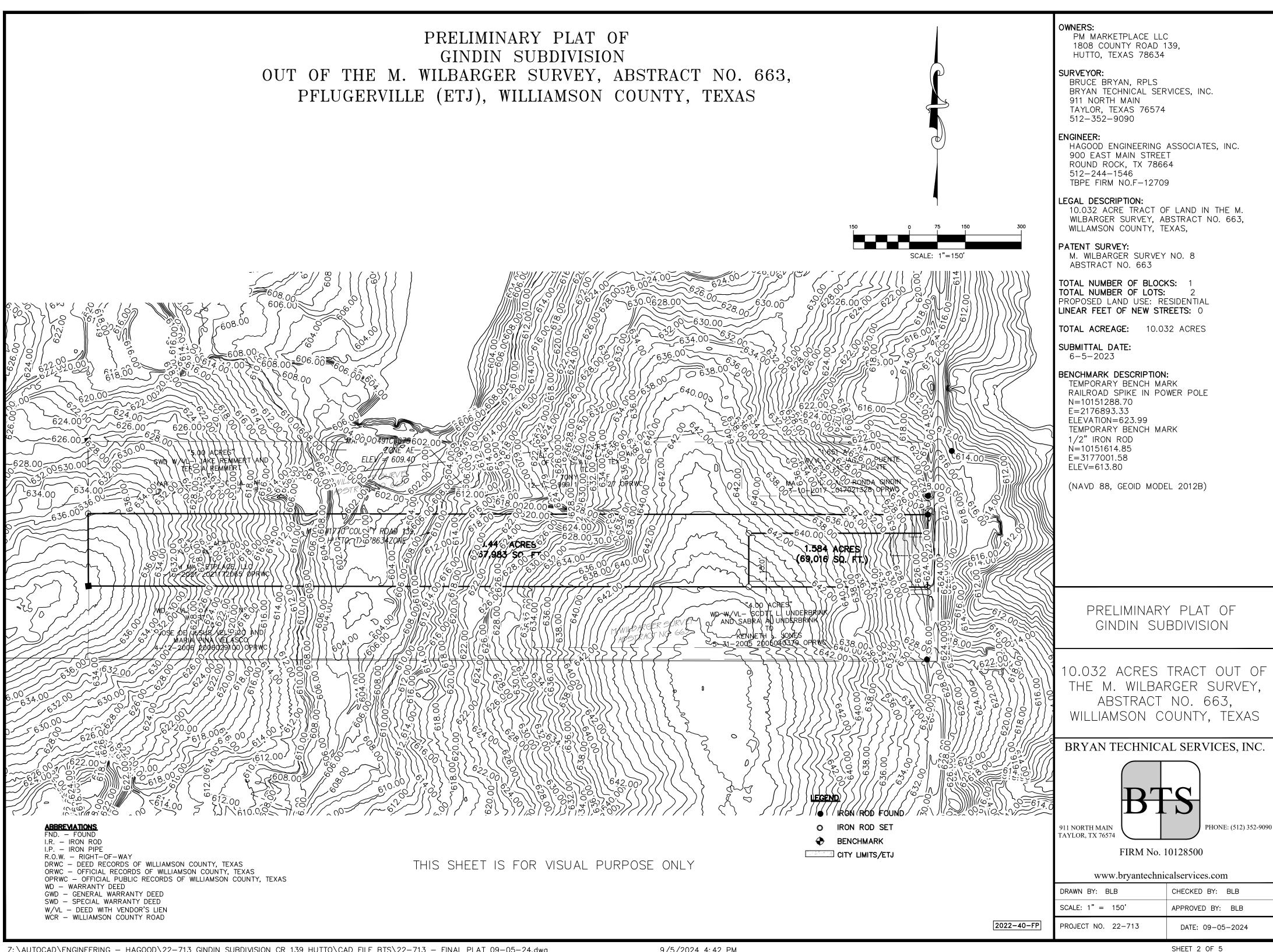
#### BRYAN TECHNICAL SERVICES, INC.



FIRM No. 10128500

www.bryantechnicalservices.com

DRAWN BY: E	BLB	CHECKED BY: BLB	
SCALE:	1" = 150'	APPROVED BY: BLB	
PROJECT NO.	22-713	DATE: 09-05-2024	



#### PRELIMINARY PLAT OF GINDIN SUBDIVISION OUT OF THE M. WILBARGER SURVEY, ABSTRACT NO. 663, PFLUGERVILLE (ETJ), WILLIAMSON COUNTY, TEXAS

#### CITY OF PFLUGERVILLE ONSITE SANITARY SEWER FACILITY WAIVER

City staff has evaluated the Variance request based on the proposed pending revision to the Final Plat as to be provided to Williamson County. Separate from this request, the Plat is not to be included with determination of the OSSF waiver request. The Engineer of Record (EOR) for the proposed site development has requested for the 10.0-acre lot to be subdivided into three (3) lots, as City requests a minimum of 1.5 acres each respectively, with 0.5 acres for use within front 5.0 total acres, leaving remaining back 5.0 acres undevelopable due to impact by floodplain. Each lot shall be limited to one single family residence with a maximum square foot impervious cover allowed by code. The City of Pflugerville will provide approval based on the following allowances are maintained and NOT modified, with the Williamson County process. At this time the City of Pflugerville is unable to provide wastewater service and will permit the allowance of an OSSF based on a residential land use and if for any reason in the future, the land use changes or property owner(s) determine they would like to add a commercial use, they would be required to submit a request to the City for approval of wastewater service AND redevelopment would require connection to City sewer services provided and OSSF would be removed.

City APPROVES waiver, with following CONDITIONS as a copy of this correspondence must be submitted with corresponding plat to Williamson County for approval of their permit. Conditional items below:

- Waiver approval of OSFF for residential lots at least 1.5—acre and does not extend to approving other aspects of FINAL plan such as the specific configuration of the lots
- Require site development continue to work with the City's Planning Department to create a plat that complies with City and County requirements in all other aspects (such as legal access), etc.
- Require each lot pay the required wastewater impact fee at the time of development of the lot, even if a wastewater system is not yet
- Require development to install a "dry" wastewater collection system from each of the lots to the County Road 139 right—of—way
- The "dry" system should be as shallow as code allows while still providing gravity flow service to each of the lots
- During the interim, if City wastewater not available, the sewer coming out of each home would flow into an onsite septic system; the onsite system shall be designed so that with installation of a simple connection/closure piece, the home can be switched from onsite septic service to flow to the wastewater collection system when City wastewater available to carry the flow to County Road 139
- The closure piece and transition from septic to the gravity wastewater system shall not occur until the gravity sewer system is connected (by others) to the City of Pflugerville's wastewater conveyance and treatment system, so that the system can then become an active/"wet" system.
- Each home would be under the obligation (by plat or other instrument) to properly abandon their septic system in accordance with code and connect to the City wastewater system when the gravity flow wastewater system becomes available
- Each home will be charged the standard monthly wastewater billing rate starting with the month that gravity City sewer service becomes available to the subdivision, regardless of whether that home has connected to the gravity system yet or not.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT, FLOODPLAIN DATA. IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE

RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT

#### MANVILLE W.S.C. EASEMENT NOTES

GRANTOR SHALL HAVE THE RIGHT TO USE THE SURFACE OF THE EASEMENT TRACT FOR THOSE PURPOSES WHICH DO NOT CONFLICT WITH GRANTEE'S SUBSURFACE USE BUT SHALL KEEP THE EASEMENT TRACT FREE AND CLEAR OF BUILDINGS, LANDSCAPING, TREES, FENCES OR WALLS, COMMERCIAL SIGNAGE, AND ENTRY-WAY MONUMENT SIGNS. IN THE EVENT GRANTOR INSTALLS A DRIVEWAY OVER AND ACROSS THE EASEMENT HEREIN GRANTED, ALL MANVILLE LINES BENEATH THE SAID DRIVEWAY SHALL BE SLEEVED AT GRANTOR'S EXPENSE. GRANTOR SHALL NOT CONSTRUCT ANY OBSTRUCTION ON THE EASEMENT PROPERTY, AND ANY IMPROVEMENT MADE BY GRANTOR MUST COMPLY WITH ALL APPLICABLE MUNICIPAL OR OTHER GOVERNMENTAL ORDINANCES, CODES, AND ENGINEERING GUIDELINES. GRANTOR SHALL OBTAIN GRANTEE'S PERMISSION AND APPROVAL PRIOR TO THE START OF CONSTRUCTION OF IMPROVEMENTS.

IN THE EVENT THAT THE SURFACE CONDITION OF THE EASEMENT TRACT IS DISTURBED AS A RESULT OF ANY MAINTENANCE, REPAIR, OR CONSTRUCTION ACTIVITIES BY GRANTEE OR ITS AGENTS, EMPLOYEES OR CONTRACTORS, WITHIN THE EASEMENT, GRANTEE SHALL BE RESPONSIBLE TO RESTORE THE EASEMENT PROPERTY ARISING FROM SUCH DISTURBANCE. IN THE EVENT GRANTEE IS REQUIRED TO REMOVE OR ALTER UNAUTHORIZED SURFACE IMPROVEMENTS WITHIN THE EASEMENT, GRANTEE SHALL HAVE NO RESPONSIBILITY FOR REPAIR OR RESTORATION OF THE EASEMENT PROPERTY ARISING FROM SUCH DISTURBANCE. GRANTEE SHALL BE SOLELY RESPONSIBLE FOR PERFORMING ALL MAINTENANCE AND REPAIR OF THE FACILITIES AND AGREES TO MAINTAIN ALL THE FACILITIES IN A GOOD CONDITION AND REPAIR AT ALL TIMES. GRANTEE HAS FULL RESPONSIBILITY FOR THE IMPROVEMENT AND MAINTENANCE OF THE EASEMENT PROPERTY. GRANTEE IS AUTHORIZED TO REMOVE AND RELOCATE VEGETATION FENCES OR OTHER IMPROVEMENTS ON THE EASEMENT PROPERTY OR ALONG ITS BOUNDARY LINES WHEN NECESSARY, IN THE JUDGMENT OF GRANTEE, TO CONSTRUCT, MAINTAIN, REPAIR, REMOVE OR REPLACE THE FACILITIES. GRANTEE SHALL NOT BE REQUIRED TO REPAIR OR REPLACE TO THEIR ORIGINAL CONDITION ANY LANDSCAPING, VEGETATION, DRIVEWAYS, PARKING AREAS OR OTHER IMPROVEMENTS ON THE EASEMENT PROPERTY THAT ARE OR MAY BE DAMAGED IN CONNECTION WITH THE PLACEMENT, CONSTRUCTION, INSTALLATION, REPLACEMENT, REPAIR, MAINTENANCE, RELOCATION, REMOVAL OR OPERATION OF THE PERMITTED FACILITIES WITHIN THE EASEMENT.

#### 10.032 ACRES

THESE NOTES DESCRIBE THAT CERTAIN TRACT OF LAND SITUATED IN THE M. WILBARGER SURVEY, ABSTRACT NO. 663, AND LOCATED IN WILLIAMSON COUNTY, TEXAS; SUBJECT TRACT BEING ALL OF A CALLED "10.03 ACRES" CONVEYED IN AN GENERAL WARRANTY DEED WITH VENDOR'S LIEN FROM JAMES E. KNOX TO PM MARKETPLACE, LLC, DATED 11-10-2021 AND RECORDED IN DOCUMENT NO. 2021172065 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (OPRWC); BEING SURVEYED ON THE GROUND UNDER THE DIRECT SUPERVISION OF BRUCE LANE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249, DURING THE MONTH OF SEPTEMBER 2022, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2"IRON ROD FOUND IN THE WEST LINE OF COUNTY ROAD 139, BEING THE NORTHEAST CORNER OF SAID "10.03 ACRES" AND THE SOUTHEAST CORNER OF A CALLED "10.035 ACRES" CONVEYED IN A DEED FROM VETERANS LAND BOARD OF THE STATE OF TEXAS TO TONY A. GRAF, DATED 12-15-1999 AND RECORDED IN DOCUMENT NO. 1999083427 (OPRWC), FROM WHICH A 1/2" IRON ROD FOUND (CAPPED "PREMIER") BEING THE LOWER NORTHEAST CORNER OF AFOREMENTIONED "10.035 ACRES", BEARS NORTH 07° 38' 15" EAST, A DISTANCE OF 50.43 FEET;

THENCE NORTH 82° 23' 05" WEST, ALONG THE NORTH LINE OF SAID "10.03 ACRES" AND THE SOUTH LINE OF SAID "10.035 ACRES", ALSO FOLLOWING THE SOUTH LINE OF A CALLED "5.00 ACRES" CONVEYED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN FROM JAKE REMMERT AND TERESE REMMERT TO MARK GINDIN AND RONDA GINDIN, DATED 12-18-2017 AND RECORDED IN DOCUMENT NO. 2017118607 (OPRWC), A DISTANCE OF 2251.09 FEET, TO A 1/2" IRON ROD SET (CAPPED BTS) FALLING IN THE WEST LINE OF SAID "10.03. ACRES" AND THE EAST LINE OF MORNINGSIDE ESTATES, A SUBDIVISION RECORDED IN CABINET F, SLIDE 123 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, BEING THE NORTHWEST CORNER OF SAID "10.03 ACRES" AND THE SOUTHWEST CORNER OF AFOREMENTIONED "5.00 ACRES", FOR REFERENCE, A FOUND CONCRETE MONUMENT, BEING THE NORTHWEST CORNER FOR THE AFOREMENTIONED "5.00 ACRES", BEARS NORTH 07° 19' 11" EAST, A DISTANCE OF 194.92 FEET;

THENCE SOUTH 07° 19' 11" EAST, ALONG THE WEST LINE OF SAID "10.03 ACRES" AND THE EAST LINE OF SAID MORNINGSIDE ESTATES, A DISTANCE OF 194.21 FEET, TO A CONCRETE MONUMENT FOUND IN THE SOUTH LINE OF SAID "10.03 ACRES", SAME BEING THE NORTH LINE OF A CALLED "6.03 ACRES" CONVEYED IN A WARRANTY DEED WITH VENDOR'S LIEN FROM GWEN MICKENS AND WINSTON RUSH TO JOSE DE JESUS VELASCO AND MARIA PINA VELASCO, DATED 4-12-2006 AND RECORDED IN DOCUMENT NO. 2006029100 (OPRWC), BEING THE SOUTHWEST CORNER OF SAID "10.03 ACRES" AND THE NORTHWEST CORNER OF SAID "6.03 ACRES";

THENCE SOUTH 82° 23' 05" EAST, ALONG THE SOUTH LINE OF SAID "10.03 ACRES" AND THE NORTH LINE OF SAID "6.03 ACRES", ALSO FOLLOWING THE NORTH LINE OF A CALLED "4.00 ACRES" CONVEYED IN A WARRANTY DEED WITH VENDOR'S LIEN FROM SCOTT L. UNDERBRINK AND SABRA A. UNDERBRINK TO KENNETH L. JONES, DATED 5-31-2005 AND RECORDED IN DOCUMENT NO. 2005040379 (OPRWC), A DISTANCE OF 2249.24 FEET, TO A 1/2" IRON ROD SET (CAPPED BTS) BEING THE SOUTHEAST CORNER OF SAID "10.03 ACRES" AND BEING THE NORTHEAST CORNER OF SAID "4.00 ACRES", FOR REFERENCE, A 1/2" IRON ROD FOUND BEING THE SOUTHEAST CORNER OF AFOREMENTIONED "4.00 ACRES", BEARS SOUTH 07° 51' 50" WEST, A DISTANCE OF 163.55 FEET:

THENCE NORTH 07° 51' 50" EAST, ALONG THE EAST LINE OF SAID "10.03 ACRES" AND THE WEST LINE OF COUNTY ROAD 139, A DISTANCE OF 194.21 FEET, TO THE POINT OF BEGINNING, CONTAINING ACCORDING TO THE DIMENSIONS HEREIN STATED, AN AREA OF 10.032 ACRES.

#### SURVEYOR'S CERTIFICATION

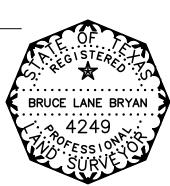
THE STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON §

THAT I, BRUCE L. BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF PFLUGERVILLE, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TAYLOR WILLIAMSON COUNTY, TEXAS, THIS 25TH DAY OF SEPTEMBER, 2023.

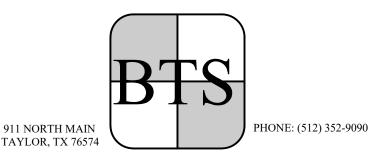
BRUCE L. BRYAN REGISTERED PROFESSIONAL SURVEYOR NO. 4249 STATE OF TEXAS



#### PRELIMINARY PLAT OF GINDIN SUBDIVISION

10.032 ACRES TRACT OUT OF THE M. WILBARGER SURVEY, ABSTRACT NO. 663, WILLIAMSON COUNTY. TEXAS

#### BRYAN TECHNICAL SERVICES, INC.



FIRM No. 10128500

www.bryantechnicalservices.com

•	
DRAWN BY: BLB	CHECKED BY: BLB
SCALE: NONE	APPROVED BY: BLB
PROJECT NO. 22-713	DATE: 09-05-2024

2022-40-FP

# PRELIMINARY PLAT OF GINDIN SUBDIVISION OUT OF THE M. WILBARGER SURVEY, ABSTRACT NO. 663, PFLUGERVILLE (ETJ), WILLIAMSON COUNTY, TEXAS

#### WILLIAMSON COUNTY PLAT NOTES:

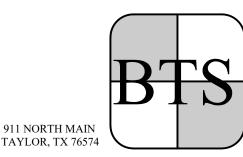
- 1. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
- 2. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- 3. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- 4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- 5. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT—OFWAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
- 6. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
- 7. 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.
- 8. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
- 9. LOTS 1 AND 2 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

- 10. A MINIMUM LOWEST FINISHED FLOOR ELEVATION (FFE) FOR BUILDINGS SHALL BE ESTABLISHED FOR EACH LOT ADJACENT TO THE FLOODPLAIN. TO MINIMIZE FLOODING OF THE BUILDING, THIS MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE ADJACENT FINISHED GRADE AND ONE FOOT ABOVE BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA) WHERE THE ACCESS IS DESIGNED BY A PROFESSIONAL ENGINEER. RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT ONE FOOT ABOVE THE BFE.
- 11. LOT 2 IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0575F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
- 12. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOT 2 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE
- 14. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY USING FEMA EFFECTIVE 500—YR FLOODPLAIN AS 100—YR ATLAS 14 FLOODPLAIN
- 15. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.
- 16. 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.
- 17. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
- 18. LOT 2 IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100 YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE US FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0675F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
- 19. MINIMUM FINISHED FLOOR ELEVATION (FFE) FOR LOT 2 IS 612.0'.
- 20. THE MINIMUM FINISHED FLOOR ELEVATION (FFE) FOR LOT 2 SHOWN ON THIS PLAT IS DETERMINED BY ADDING AT LEAST 1 FOOT ABOVE THE PRE—ATLAS 14, FEMA 500 YEAR WATER SURFACE ELEVATION.

PRELIMINARY PLAT OF GINDIN SUBDIVISION

10.032 ACRES TRACT OUT OF THE M. WILBARGER SURVEY, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS

BRYAN TECHNICAL SERVICES, INC.



FIRM No. 10128500

www.bryantechnicalservices.com

<u> </u>	
DRAWN BY: BLB	CHECKED BY: BLB
SCALE: NONE	APPROVED BY: BLB
PROJECT NO. 22-713	DATE: 09-05-2024

2022-40-FP

PHONE: (512) 352-9090

#### PRELIMINARY PLAT OF GINDIN SUBDIVISION OUT OF THE M. WILBARGER SURVEY, ABSTRACT NO. 663, PFLUGERVILLE (ETJ), WILLIAMSON COUNTY, TEXAS

OWNER'S SIGNATURE BLOCK
STATE OF TEXAS \$ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §
PM MARKETPLACE, LLC, OWNER OF THE CERTAIN 10.032 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2021172065 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY AMEND SAID TRACT AS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF PFLUGERVILLE TO THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF PFLUGERVILLE MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS GINDIN SUBDIVISION, PLAT BEING WITHIN THE ETJ OF THE CITY OF PFLUGERVILLE.
TO CERTIFY WHICH, WITNESS BY MY HAND THIS DAY OF 2024.
PM MARKETPLACE LLC RONDA GINDIN, AUTHORIZED PERSON FOR PM MARKETPLACE, LLC 1808 COUNTY ROAD 139 HUTTO, TEXAS 78634
THE STATE OF TEXAS \$ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED <b>RONDA GINDIN</b> , KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF, 2024.
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON:
WNER'S SIGNATURE BLOCK
TATE OF TEXAS \$ KNOW ALL MEN BY THESE PRESENTS
OUNTY OF WILLIAMSON §
M MARKETPLACE, LLC, OWNER OF THE CERTAIN 10.032 ACRE TRACT F LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN OCUMENT NO. 2021172065 OF THE OFFICIAL RECORDS OF WILLIAMSON OUNTY, TEXAS, DO HEREBY AMEND SAID TRACT AS SHOWN HEREON, ND DO HEREBY DEDICATE TO THE CITY OF PFLUGERVILLE TO THE TREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES HOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF FLUGERVILLE MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE NOWN AS GINDIN SUBDIVISION, PLAT BEING WITHIN THE ETJ OF THE ITY OF PFLUGERVILLE.
O CERTIFY WHICH, WITNESS BY MY HAND THIS DAY OF 2024.
M MARKETPLACE LLC IARK GINDIN, AUTHORIZED PERSON FOR PM MARKETPLACE, LLC 808 COUNTY ROAD 139 UTTO, TEXAS 78634
HE STATE OF TEXAS
OUNTY OF WILLIAMSON §
EFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID OUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED <b>MARK INDIN</b> , KNOWN TO ME TO BE THE PERSON WHOSE NAME IS UBSCRIBED TO THE FOREGOING INSTRUMENT.
IVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF_ , 2024
OTARY PUBLIC IN AND FOR THE STATE OF TEXAS
Y COMMISSION EXPIRES ON:
TOOMINIOOION EXTINES ON.

LIEN HOLDER
STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS COUNTY OF WILLIAMSON §
I,, LIEN HOLDER OF THE CERTAIN 10.032 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2021172065 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF PFLUGERVILLE TO THE STREETS, ALLEYS, RIGHTS—OF—WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF FLUGERVILLE MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS GINDIN SUBDIVISION, PLAT BEING WITHIN THE ETJ OF THE CITY OF PFLUGERVILLE.
TO CERTIFY WHICH, WITNESS BY MY HAND THIS DAY OF 2024.
ANTHEM BANK & TRUST
PO BOX 563 PLAQUEMINE, LA 70765
THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS COUNTY OF WILLIAMSON §
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED, KNOWN TO ME TO BE THE PERSON
WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF, 2024.
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON:
ENGINEER'S CERTIFICATION
THE STATE OF TEXAS \$  KNOW ALL MEN BY THESE PRESENTS  COUNTY OF WILLIAMSON \$
THAT I, <u>TERRY HAGOOD</u> , REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0675F, EFFECTIVE DATE <b>DECEMBER 20, 2019</b> , AND THAT EACH LOT CONFORMS TO THE CITY OF PFLUGERVILLE REGULATIONS.  THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT  COUNTY, TEXAS, THIS DAY OF, 2024.
TERRY R. HAGOOD REGISTERED PROFESSIONAL ENGINEER NO. <b>52960</b> STATE OF TEXAS
TY CERTIFICATION FOR MINOR PLAT
PROVED THIS DAY OF, 2024, BY THE PLANNING DIRECTOR OF E CITY OF PFLUGERVILLE.
REMY FRAZZELL, <b>Planning director</b>
TEST:
ISTA EVANS, <b>city secretary</b>

#### COUNTY ENGINEER

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER AND SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIRED OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS BLUE LINE (SURVEY) AND THE DOCUMENTS ASSOCIATED WITH IT.

ADAM BOATF	···-··, · —	 DATE			
ROAD NAME	AND ADDRESS , 2024, A.D.	 VERIFIED	THIS	THE	

WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

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

BILL GRAVELL JR., COUNTY JUDGE WILLIAMSON COUNTY, TEXAS

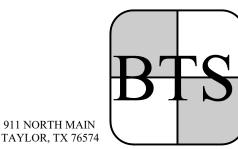
#### GINDIN SUBDIVISION

PRELIMINARY PLAT OF

DAY OF

10.032 ACRES TRACT OUT OF THE M. WILBARGER SURVEY, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS

#### BRYAN TECHNICAL SERVICES, INC.



TAYLOR, TX 76574

PHONE: (512) 352-9090

FIRM No. 10128500

www.bryantechnicalservices.com DRAWN BY: BLB CHECKED BY: BLB APPROVED BY: BLB PROJECT NO. 22-713 DATE: 09-05-2024

#### **COUNTY CLERK'S CERTIFICATION**

DATE LAST ABOVE WRITTEN.

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

THAT 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\_\_\_\_\_ A.D. 2024 , AT \_\_\_\_\_ O'CLOCK \_\_\_M. AND DULY RECORDED ON THE \_\_\_DAY OF \_\_\_\_\_, A.D. 2024 AT \_\_\_\_O'CLOCK \_\_\_M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE

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

#### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024 Indigent/Abandoned Burial

Submitted For: Bill Gravell Submitted By: Andrea Schiele, County Judge

**Department:** County Judge

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (James Jim "Jimmy" Baskett) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount
		·	

#### **Attachments**

Order for Interment

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. (Originator) Form Started By: Andrea Schiele Final Approval Date: 09/23/2024 Becky Pruitt 09/23/2024 01:07 PM

Started On: 09/23/2024 08:59 AM

16.

#### ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING INTERMENT OF DECEDENT'S REMAINS

**§** § §

(James Jim Baskett)

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

James Jim Basket ("Jimmy Basket") (SSN xxx-xx-7506) passed away on August 23, 2024, at the age of 67, at a respite facility located in Williamson County, Texas.

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

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

falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be

interred (i.e., permanent disposition of remains by entombment, burial, or

placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased

be paid by Williamson County, Texas in accordance with its policies and

regulations. Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this \_\_\_\_ day of October 2024.

\_\_\_\_

Hon. Bill Gravell

Williamson County Judge

#### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024

Field of Honor

Submitted By: Becky Pruitt, County Judge

**Department:** County Judge

Form Started By: Becky Pruitt

Final Approval Date: 09/23/2024

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Hear a presentation regarding the Rotary Club of Georgetown's 8th Annual Field of Honor®; A Tribute to Service Above Self, presented by Event Chair, Jeanne Cox

#### **Background**

Hosted by THE ROTARY CLUB OF GEORGETOWN TX FOUNDATION, the Field of Honor® is a dramatic, emotion-filled week-long event displaying of up to 2,000+ full-size dedicated, 3' x 5' US flags, that honor and benefit military (past and present) and first responders. Each flag is available for purchase and dedication in honor of a veteran, active or reserve duty military, first responders, K9 Units, and Equestrian heroes! Flags can also be designated to the POW/MIA section of the field or you can "Adopt a Hero." It is FREE to visit the Field of Honor® that is open to all 24/7 throughout the week of the event.

This year, the 8th Annual Field of Honor® will return to San Gabriel Park with 10 acres to display flags for our heroes! There will also be an amazing display from Patriotic Productions called, "Remembering Our Fallen." Thirty four ten-foot towers will have banners that display the photos of all the heroes we have lost in the war of terror since 9/11. Don't miss seeing this moving tribute.

The 2024 Field of Honor® will once again offer the grand **OPENING CEREMONY: A CELEBRATION OF HEROES** on Sunday, November 10 at 1:30 p.m.,complete with a dynamic **KEYNOTE SPEAKER**, music from the **36th INFANTRY BAND Camp Mabry**, dramatic **FLYOVERS** by the Devil Dog and the Falcon Flight Formation Team, and displays of **MILITARY VEHICLES**, **FIRE ENGINES**, **A POLICE VEHICLE**, **K-9 DEMONSTRATIONS**, **and MUCH MORE!!** The amazing **VETERANS DAY CEREMONY** will take place on November 11 at 11:00!

Fiscal Impact					
From/To Acct N	lo.	Description	Amount		
	Attachments				
No file(s) attached.					
	Form Review				
Inbox	Reviewed By	Date			
County Judge Exec Asst. (Originator)	Becky Pruitt	09/23/2024 01:01 PM			

Started On: 09/20/2024 08:45 AM

#### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024 **Breast Cancer Awareness Month Submitted For:** Cynthia Long

**Department:** Commissioner Pct. #2

Agenda Category: Regular Agenda Items

#### Information

18.

Submitted By: Pierce Kathy, Commissioner Pct. #2

#### Agenda Item

Discuss, consider and take appropriate action on a Proclamation naming the month of October as Breast Cancer Awareness Month.

#### **Background**

With breast cancer being diagnosed in 1 out of 8 women in their lifetimes, it is likely that everyone knows someone impacted. With early diagnosis, though, the 5-year survival rate has increased to 99%. Williamson County is ranked the third-healthiest county out of the 244 ranked according to the "County Health Rankings 2022" report. The report is compiled by County Health Rankings & Roadmaps (CHR&R), a program of the University of Wisconsin Population Health Institute, and draws attention to why there are differences in health within and across communities. Williamson County remains one of the healthiest counties in Texas. Programs supported by the County, such as the Breast Cancer Identification and Treatment Project, have helped Williamson County citizens with access to cancer screenings and to remain one of the healthiest counties in the State of Texas.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

**Proclamation** 

Final Approval Date: 09/18/2024

#### Form Review

**Reviewed By** Inbox **Date** 

**Becky Pruitt** 09/18/2024 08:12 AM County Judge Exec Asst.

Form Started By: Pierce Kathy Started On: 09/17/2024 03:29 PM

# State of Texas County of Williamson Know all men by these presents:

That on the 1st day of October 2024, 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:

#### **PROCLAMATION**

WHEREAS, breast cancer will be diagnosed in 1 in 8 women during their lifetime in the United States, including friends, families and loved ones in Williamson County; and

WHEREAS, there is a breast cancer diagnosis every two minutes in the United States, and it is estimated that there will be 310,720 women who learn that they have invasive breast cancer in 2024 and another 56,500 new cases of non-invasive breast cancer; and

WHEREAS, advances in early detection and treatment has significantly increased the 5-year survival rate to 99% when it is identified in an early localized stage, providing hope for the over 4 million breast cancer survivors in the United States; and

WHEREAS, the early detection of breast cancer through mammography and other breast exams helps find breast cancer earlier when it is more easily treated, and is the best defense against receiving a late-stage breast cancer diagnosis; and

WHEREAS, Texas ranks 30<sup>th</sup> in the nation for women being current on breast cancer screening, but Williamson County is helping improve access to preventative breast cancer screening for women in Williamson County; and

WHEREAS, Breast Cancer Awareness Month is meant to educate people about the disease, encourage women to start screening at age 40 or earlier, depending on personal risk factors, supports continued research, and is to support people diagnosed with breast cancer.

**NOW, THEREFORE BE IT PROCLAIMED**, that the Williamson County Commissioners Court does hereby proclaim October as "Breast Cancer Awareness Month" and encourages all women who have not received their recommended screening to make a mammogram appointment, provided at no cost through available community resources and through many health insurance plans.

PROCLAIMED THIS 1st DAY OF OCTOBER 2024.

Dill Cassall In Country Indian
Bill Gravell, Jr. – County Judge
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**TVC Grant Application** 

Submitted For: Cynthia Long Submitted By: Pierce Kathy, Commissioner Pct. #2

19.

**Department:** Commissioner Pct. #2 **Agenda Category:** Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on a request by County Court at Law 2 to apply for a Texas Veterans Commission Fund for Veterans' Assistance grant offered by the Texas Veterans Commission to support the Williamson County Veterans Treatment Court program.

#### **Background**

The Request for Applications for the Texas Veterans Commission - Fund for Veterans' Assistance 2025-2026 grant was released in September. Grant applications are due on November 12, 2024. This grant is a reimbursement grant with no match required. The purpose of the funding is to help eligible programs provide support, services, and resources to veterans to improve their quality of life and strengthen their connections and integration with their communities. The Veterans Treatment Court Grant Program supports local governments in providing services through Veterans Treatment Court (VTC) programs established under Texas Government Code 124.001-.006. The grant funding is to support rehabilitation for justice-involved veterans who live in Texas to best prepare them for reintegration with their communities. The grant funding period, if selected for this grant, would be from July 1, 2025, to August 31, 2026.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount
1.101111.10	7 10 01 1101		7 11110 11111

#### **Attachments**

**RFA** 

Required Grants Mang Request

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 09:17 AM

Form Started By: Pierce Kathy
Started On: 09/25/2024 03:31 PM
Final Approval Date: 09/26/2024



## **Texas Veterans Commission Fund for Veterans' Assistance**

# 2025-2026 Request for Applications

General Assistance
Housing for Texas Heroes
Veterans Mental Health
Veterans Treatment Court
Veteran County Service Offices

Application Portal Opens: September 12, 2024 @ 5:00 PM CST

Application Deadline: November 12, 2024 @ 5:00 PM CST

Fund for Veterans' Assistance www.tvc.texas.gov/grants

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#### **ADDITIONAL DOCUMENTS**

Annex A – Terms and Conditions

**Annex B – Grant Program Requirements** 

**Appendix 1 – General Assistance Grant Program** 

Appendix 2 – Housing for Texas Heroes Grant Program

**Appendix 3 – Veterans Mental Health Grant Program** 

**Appendix 4 – Veteran Treatment Court Grant Program** 

- 1. PROGRAM DESCRIPTION: The Texas Veterans Commission (TVC) Fund for Veterans' Assistance (FVA) grant program awards reimbursement grants to eligible charitable organizations, local government agencies, and veterans service organizations that provide direct services to Texas veterans and their dependents. The TVC oversees all policies and rules governing the awarding of grants from the FVA to address the needs of veterans and their dependents, as determined through veteran needs assessment studies. The veteran needs assessment is required in Texas Government Code §434.017 and the results are published on the TVC website. All grant awards will be made through a competitive grant selection process.
  - **1.1. Purpose:** The purpose of this Request for Applications (RFA) is to:
    - 1.1.1. Provide an overview of FVA Grant Programs.
    - 1.1.2. Solicit grant applications from eligible applicants for the 2025-2026 grant period.
    - 1.1.3. Provide application instructions and specific information on grant eligibility.
    - 1.1.4. Provide information about the FVA grant application and award processes.
  - **1.2. Funding Goals:** The goals of the Fund for Veterans' Assistance are to:
    - 1.2.1. Provide support, services, and resources to veterans, dependents, and surviving spouses where they live to improve their quality of life and strengthen their connections and integration with their communities.
    - 1.2.2. Responsively serve eligible beneficiaries to meet acute and chronic needs.
    - 1.2.3. Provide grant-funded services and resources that have measurable, positive outcomes.
    - 1.2.4. Ensure grant-funded projects are available to veterans, dependents, and surviving spouses across the state.
    - 1.2.5. Ensure a diversity of grant-funded services are available within geographic regions.
    - 1.2.6. Fund grant projects that support the needs identified in the Needs Assessment (Link will be added) and specific program goals approved by the Commission.
- **2. GRANT PROGRAMS:** This RFA announces funding opportunities for four (4) different grant programs: General Assistance, Housing for Texas Heroes, Veterans Mental Health, and Veterans Treatment Court. Each grant program includes service categories that are defined and explained below. Per Texas Administration Code §460.17, this RFA announces grant funding opportunities for Veteran County Service Offices for General Assistance, Housing for Texas Heroes, and Veterans Mental Health grant programs. Information on allowable services and requirements for each grant program and service category is located in the appropriate appendices of Annex B Grant Program Requirements. The grant programs and opportunities announced in this RFA are reimbursement grants, and grants are awarded based on a competitive application and award process.
  - **2.1. General Assistance**: The General Assistance (GA) Grant Program includes service categories that collectively support veterans, dependents, and surviving spouses who live in Texas.
    - 2.1.1. **Financial Assistance:** This service category is temporary and intended to provide limited emergency assistance and financial relief to clients who can demonstrate financial need.
    - 2.1.2. **Supportive Services:** This service category is for services identified through case management that provide support for low-income clients to enable stability and promote family integration with the community. Service areas include:

- 2.1.2.1. **Meal Services:** prepared and delivered meals, conduct safety and wellness checks of the client and their home.
- 2.1.2.2. **Elder Care Services:** supports the clients' ability to age in place with dignity and live independently.
- 2.1.2.3. **Family Support Services:** supports clients in stabilizing relationships, reducing family stress, and promoting integration with their communities.
- 2.1.3. **Homeless Veterans Support:** This service category is for clients who are homeless or have transitioned out of a homeless status and are identified in the Homeless Management Information System (HMIS). Services are identified through case management to address acute and chronic conditions underlying the homeless status.
- 2.1.4. Skill-based Training Support: This service category is for skill-based resources that support clients to prepare, secure, and maintain employment. Soft skills training is provided by the Texas Veterans' Commission's Veteran Employment Services Department, therefore is unallowable.
- 2.1.5. **Pro Bono Legal Services:** This service category is for civil legal services.
- 2.1.6. **Referral Services:** This service category includes programs that provide contact information of organization(s) that provide services needed by the client.
- 2.1.7. **Organizational Transportation Fleet:** This service category is to provide a transportation service to clients in the local area, county, or region with the use of the organization's fleet.
- 2.1.8. **Veteran Small Business Support:** This service category is for stabilizing or growing 100% veteran-owned businesses for the purpose of maintaining self-employment.
- **2.2.** Housing for Texas Heroes: The Housing for Texas Heroes (H4TXH) Grant Program provides necessary home modifications, repair, and weatherization for low-income veterans and surviving spouses who live in Texas.
- **2.3. Veterans Mental Health:** The Veterans Mental Health (VMH) Grant Program includes three service categories that collectively provide counseling and support to veterans, dependents, and surviving spouses who live in Texas to improve their quality of life, relationships, outlook, and successful integration with their communities.
  - 2.3.1. Clinical Counseling Services: This service category includes services and treatment that include Evidence-Based Practices (EBP) for diagnosed conditions or co-occurring conditions provided by a Texas Licensed Mental Health Professional (LMHP).
  - 2.3.2. Peer Support Services: This service category is for services provided by a Certified Peer Support Specialist that contribute to the client's rehabilitation and recovery. Peer Support Services are provided in a non-clinical environment consisting of retreats, field trips, off-sites, seminars, and/or similar gatherings.
  - 2.3.3. **Service Dog Pilot Program:** This pilot program is for organizations accredited by the Assistance Dogs International (ADI) to provide trained service dogs to veterans diagnosed with post-traumatic stress disorder, traumatic brain injury, or military sexual trauma.

- **2.4. Veterans Treatment Court:** The Veterans Treatment Court (VTC) Grant Program supports eligible units of local government in providing services through Veterans Treatment Court (VTC) programs established under Texas Government Code §124.001-.006. Grant funding is intended to support rehabilitation for justice involved veterans who live in Texas to best prepare them for reintegration with their communities.
- 2.5. Veteran County Service Office Funding Opportunity: The Veteran County Service Office (VCSO) funding opportunity includes all the service categories listed in the General Assistance, Housing for Texas Heroes, and Veterans Mental Health Grant Program. Veteran County Service Officers are eligible to submit one application per grant program and be awarded up to 3 grants per grant period. The Veteran County Service Officer must serve as the Project Manager for the grants awarded. The Texas Government Code §434.017(c-3) directs TVC to set aside at least 5% of FVA funding to be available only to VCSOs who apply for FVA grants. Therefore, County Governments may have 4 grants awarded, including a VTC grant.

#### 3. GRANT PROGRAM GUIDELINES

- **3.1. Texas Government and Administrative Code**: All applicants should review and be familiar with TVC's <u>Government Code</u> and <u>Administrative rules</u> governing the FVA Program.
- **3.2. Grant Management Standards:** All grants awarded by TVC must follow the <u>Texas Grant Management Standards (TxGMS)</u>.
- **3.3. Competitive Grant**: FVA grants are awarded through a competitive selection process that includes eligibility screening, evaluation, review, and receiving a recommendation from the FVA Advisory Committee. The Commission makes the final determination for awarding grants and considers all attributes of the applications, specifically how they will serve veteran needs, prior to awarding. Per Texas Administrative Code §460.11(c), decisions by the Commission regarding funding are not appealable.
- **3.4. Cost Reimbursement Grant**: Under the cost reimbursement method of grant funding, the Grantee is required to finance its operations with its own working capital and then requests cash reimbursement from the FVA. Verifiable expenditure support documentation is required for all cost reimbursement requests.
- **3.5. Awarded Grant Documents**: Upon Commission approval of the grant awards, the parties will be bound by the following:
  - 3.5.1. State Regulations (TxGMS).
  - 3.5.2. Request for Applications (RFA).
  - 3.5.3. Annex A Terms & Conditions.
  - 3.5.4. Annex B Grant Program Requirements and Appropriate Appendices.
  - 3.5.5. The approved Grant Application and all items submitted by the grant applicant to the Commission in response to this RFA.
  - 3.5.6. The Notice of Grant Award (NOGA).

- **3.6.** Eligibility of Beneficiaries: The Grantee must ensure that beneficiaries served using FVA grant funds are eligible to receive services prior to providing services. Eligibility documentation must be maintained by the Grantee in the beneficiaries' records.
- **3.7. Document Retention:** The Grantee must retain all records pertaining to the grant per TxGMS guidance (3 years) or by the origination's policy requirements, whichever is longer. All records will always be kept in a secure location, either in a locked file cabinet or secure electronic means.
- **3.8. Grant Funding Period**: All funding awarded under this grant must be expended within the grant funding period of July 1<sup>st</sup> to August 31<sup>st</sup> (14 months). No pre-award spending (before July 1<sup>st</sup>) is allowed.
- **3.9. Grant Renewal:** The Commission may, in its sole discretion, exercise the option to renew the grant for an additional one (1) year period. FVA will notify the Commission during the 3rd Quarter Regular Commission meeting of all grants that have met the renewal criteria.
  - 3.9.1 Grants that were awarded through the application process for the 2024-2025 grant year are eligible for renewal for the same grant program, service category and funding amount, if renewal criteria are met.
  - 3.9.2 Grants may only be renewed one time.
  - 3.9.3 Grants in the renewal track that submit an amendment to extend the grant period are self-withdrawing from the renewal track and are not eligible for the grant renewal.
  - 3.9.4 Grants that are renewed must comply with the published Governing Documents and Program Requirements for the grant period it will cover.
  - 3.9.5 Grants that are renewed are awarded new funding and the previous grant year's funding will not carry forward. The organization must close out the previous year's grant at the end of the grant period.
  - 3.9.6 Grants that are renewed are allowed to revise the scope and budget but must remain almost identical to the original awarded grant.

#### **Renewal Criteria**

- 3.9.7 Grant performance will be taken at the end of the 9<sup>th</sup> month (March).
- 3.9.8 Grants must achieve 60% of the "Total Number of Clients to Be Served at the end of the 9<sup>th</sup> month of the grant period (July 1<sup>st</sup> March 31<sup>st</sup>).
- 3.9.9 Grant must not have unresolved compliance findings.
- 3.9.10 Commission may request additional information to determine renewal.

#### 3.10. Grant Reporting Requirements:

- 3.10.1. **Monthly Payment Reimbursement Request (PRR):** The Grantee shall provide fourteen (14) monthly expenditure reports in a format prescribed by the FVA inside the TVC Grants Portal. The monthly progress information will be captured within the PRR. Monthly reports are due by the 15<sup>th</sup> of the following month.
- 3.10.2. **Veteran Mental Health/Clinical Counseling Outcome Measure:** TVC is required to collect an outcome measure regarding grant funded mental health services. Therefore, Veteran Mental Health grantees who are providing Clinical Counseling, are required to administer the appropriate tools/assessments to their clients before treatment/services begin, and after

- treatment/services end. This measure will be reported at the beginning and end of the grant period to TVC.
- 3.10.3. **Closeout:** Grantees will acknowledge that all grant-related expenses have been reported and reimbursements received by TVC no later than sixty (60) days after the end of the grant period. Closeout actions occur inside the TVC Grants Portal of record.

#### 3.11 Grant Period Performance Standards:

- 3.11.1 Grant Period Performance Standards are used by TVC to determine how successful the grant is performing throughout the grant period.
- 3.11.2 Grant performance is determined by the Total Number of Unduplicated Clients Served divided by the Total Number of Clients to Be Served.
- 3.11.3 Grant performance will be calculated each quarter with the data submitted in the monthly Payment Reimbursement Request (PRR).
- 3.11.4 Grantees not meeting the quarterly performance standards must provide a written plan explaining why they are not meeting the standard and how they plan to meet the following quarter's standard.
- 3.11.5 Grant performance standards for renewal eligibility will be taken at the end of the 9th month.

Period Dates		Performance
1st	July 2025 – September 2025	20%
2nd	October 2025 – December 2025	40%
3rd January 2026 – March 2026		60%
Renewal Eligibility July 2025 – March 2026		60%
4th	April 2026 – June 2026	80%
5th July 2026 - August 2026		100%

Grant performance is determined by the Total Number of Unduplicated Clients Served divided by the Total Number of Unduplicated Clients to be Served.

#### 3.12 Grant Amendments:

- 3.12.1 Any changes, additions, or deletions to the provisions contained in the NOGA or Approved Application must be executed through a grant amendment. Amendments may modify the approved budget categories, grant period, or scope of the Grant Project as described in the Approved Application. All amendments except increases to award amounts are reviewed by the Executive Director for approval.
- 3.12.2 Amendment requests seeking to increase the award amount must be brought before the Commission for approval and must be submitted within the amendment deadline of May 31, 2026. Written requests must be submitted to your Grant Officer 45 days before the next regularly scheduled Commission meeting to be included on the agenda.
  - 3.12.2.1 Organizations requesting total grant funding via applications, amendments, and/or renewals exceeding certain amounts must follow Section 4.12 Required Financial Documents for Multiple Funding Sources in this document.
- 3.12.3 Each amendment request will be considered on a case-by-case basis. A Grantee may have no more than three (3) amendments during a grant period and must be submitted no later than May 31, 2026.

- 3.12.4 Awarded grants can extend up to 6 months from the awarded grant end period of August 31, 2026, extending to February 28, 2027.
- 3.12.5 Grantees in the renewal track that submit an amendment to extend the grant end period are self-withdrawing from the renewal track and are not eligible for grant renewal.
- **3.13. Texas Veterans Commission Recognition:** Grantee must include the following information on the organization's website and on all grant-funded project-related materials, brochures, flyers, and forms:
  - 3.13.1. Texas Veterans Commission website URL.
  - 3.13.2. Fund for Veterans' Assistance (FVA) logo.
  - 3.13.3. The following statement: "This program is supported by a grant from the Texas Veterans Commission Fund for Veterans' Assistance. The Fund for Veterans' Assistance provides grants to organizations serving veterans and their families. For more information, visit www.tvc.texas.gov"
  - 3.13.4. Awardees/Grantees must mention TVC in all TV and radio announcements and interviews dealing with FVA grant projects.
- **3.14. Prohibited Uses of FVA Grant Funds**: Per Texas Administration Code §460.10, grant funds cannot be used for the following:
  - 3.14.1. Capital expenditures, including capital purchases or capital leases, except for grant funds awarded under the Housing for Texas Heroes program.
    - 3.14.1.1. Capital expenditures definition is expenditures to acquire a capital asset (such as land, additional buildings and/or structures, vehicles, trailers, livestock, and service animals), or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.
  - 3.14.2. Sub-granting of funds to other organizations or agencies.
    - 3.14.2.1. Sub-Granting is an award made by a Grantee to another organization or agency using FVA grant funds.
  - 3.14.3. Distribution of cash or a cash equivalent to veterans and/or their dependents. Cash equivalents include gift cards or pre-paid service cards, such as gas, grocery, and department store-related cards.
  - 3.14.4. Acquisition or construction of facilities, except for grant funds awarded under the Housing for Texas Heroes program for home modifications, repairs, and weatherization.
  - 3.14.5. Scholarships for Education.
  - 3.14.6. Payment of Child Support.
  - 3.14.7. Any expense not necessary to complete the grant project, or not consistent with the Grant Agreement.
  - 3.14.8. Contributions to any political party, political association, or the campaign of any candidate for public office, party office, or similar political activities.
  - 3.14.9. Contributions that support or oppose candidates for public or party office, or to support or oppose any ballot propositions.

- 3.14.10. Medical costs, including physician fees, prescription medications, over-the-counter medications, medical insurance premiums or copays, emergency/after-hours clinic fees, and prescribed prosthetics.
- 3.14.11. Stipends for beneficiaries, volunteers, students, interns, employees, and members of the board of directors.
- 3.14.12. Payments for capital assets that are not physically in Texas.
- 3.14.13. Any cost that is not allowable under the Grant Agreement, the Fund for Veterans' Assistance Fiscal Guidelines, Texas Grant Management Standards (TxGMS).

#### 3.15. Unallowable Expenses:

- 3.15.1. Supplanting of salaries or compensation for part-time or full-time county or city employees.
- 3.15.2. Conduct activities or provide services that duplicate those provided by the Texas Veterans Commission.
  - 3.15.2.1. Grant funds may be used to conduct activities or provide services that complement those provided by the Texas Veterans Commission.
  - 3.15.2.2. Services provided by the Texas Veterans Commission include Claims, Education, Employment, Mental Health, Women Veterans, Health Care Advocacy, and Entrepreneur Programs. More information about these programs can be found on the Texas Veterans Commission website, http://www.tvc.texas.gov.
- 3.15.3. Conduct activities or provide services that duplicate those under contracts or agreements with the Texas Veterans Commission.
  - 3.15.3.1. Organizations are responsible for ensuring they disclose any such contract.
  - 3.15.3.2. Organizations must clearly and sufficiently differentiate between the grant project and TVC contracted services.
- 3.15.4. To purchase equipment.
  - 3.15.4.1 Equipment means tangible property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization threshold established by the Grantee for financial statement purposes or \$2,000.
- 3.15.5. Vehicle purchase and capital leases. "Use" leases or "operational" leases are allowable only with prior approval.
- 3.15.6. Expenses that are not listed in the project budget and do not support approved grant project objectives, are prohibited without prior approval.
- 3.15.7. Client services for employees (or contractors), when the employees' salaries (or contracted fees) are paid in full or in part by the same TVC Grantee organization providing the services, are only allowable with prior approval.
- 3.15.8. Preparation of Grant Application costs associated with preparing and/or submission of an application.
- 3.15.9. "Honoraria" The term "fee" should be used in lieu of honorarium in accounting records and consulting agreements.
- 3.15.10. Food other than food meal services (meal delivery or soup kitchen), food voucher, or food pantry.
- 3.15.11. Alimony is not considered emergency financial assistance.
- 3.15.12. Court-ordered or settlement-mandated payments.
- 3.15.13. Tax costs in the form of special assessments for capital improvements and/or federal income taxes.

- 3.15.14. Release Time as a fringe benefit or a component to a compensation package for a grant-funded employee.
- 3.15.15. Paying out accrued annual leave.
  - 3.15.15.1. Pay out of accrued leave does not contribute to the delivery of client services. Grantfunded employees are encouraged to use the annual and sick leave they accrue (as authorized by their organization's employee management policies) during the grant period.
- 3.15.16. Negotiated indirect cost rates based on cost allocation plans or indirect costs that exceed the 10% limit. FVA grants use a 10% de minimis indirect cost rate for reimbursing indirect costs.
- 3.15.17. Payments made directly to the beneficiary.
- 3.15.18. Tuition, books, or fees for classes with institutions of higher learning.
- 3.15.19. Tools and uniforms that are provided by the employer, or not required within the first 90 days of employment.
- 3.15.20. Employees, managers, directors, executives who provide overall supervision, oversight, or executive authority and do not provide direct client services.
  - 3.15.20.1. Employees conducting supervision, oversight, executive authority administrative, or facilities duties are allowed under Indirect Cost.
- 3.15.21. Cost/Debt under collection where the creditor is not the sole receiver of payment.

#### 4. 2025-2026 FUNDING OPPORTUNITY AND APPLICATION SUBMISSION REQUIREMENTS

- **4.1. Total Funding Available and Number of Awards**: The anticipated amount available for awards in 2025-2026 for all four FVA grant programs including the Service Dog Program, VCSO Funding, and grant renewals is \$31,000,000. The number of awards will be dependent upon the FVA grant amounts awarded to Eligible Applicants.
- **4.2. Funding Goals for FVA Grants**: TVC established the following priorities to provide guidance to the FVA Advisory Committee in developing funding recommendations and for the Commission in making grant awards. The FVA Advisory Committee shall provide funding recommendations for grant applications based on the Funding Goals listed in *Section 1 Program Description, Paragraph 1.2 Funding Goals* located in this document.
- **4.3. Term of Grant**: Grants awarded under this RFA will be for 14 months beginning on July 1, 2025, and ending on August 31, 2026. Reimbursement will only be made for allowable expenses that occur within this grant term. No pre-award spending will be allowed.
- **4.4. Number of Applications and Awards per Organization:** Organizations may apply for and be awarded 1 grant per grant program a maximum of 3 grants per grant period. County Governments may have 4 grants awarded, including a VTC grant.
- **4.5. Application Period**: The application period for this grant opens September 12, 2024, and closes November 12, 2024. Applications must be submitted by 5pm (CST) on the closing date through the TVC Grants Portal. Only applications submitted via the portal will be considered for funding.
- 4.6. Eligible Applicants: Who can apply for a grant?

- 4.6.1. Organizations providing services under a renewed grant are not eligible for a second renewal and must apply under this RFA for the 2025-2026 grant period.
- 4.6.2. Units of local government.
- 4.6.3. IRS Code §501(c)(19) Posts or organizations of past or present members of the Armed Forces.
- 4.6.4. IRS Code §501(c)(3) nonprofit organizations authorized to do business in Texas; or
- 4.6.5. Texas chapters of IRS Code §501(c)(4) Veteran's service organizations.
- 4.7. Not Eligible to Apply: Who cannot apply for a grant.
  - 4.7.1. Individuals.
  - 4.7.2. For-profit entities.
  - 4.7.3. Units of federal or state government, state agencies, or colleges and universities.
  - 4.7.4. Organizations that have not fulfilled and maintained all legal requirements to operate in Texas.
  - 4.7.5. Organizations that do not have current operations in Texas or a Texas-based chapter; and
  - 4.7.6. Organizations that are currently providing services under a non-renewed grant during the 2024-2025 grant period, have an opportunity to meet renewal criteria for a 2025-2026 grant, and therefore are ineligible to submit applications for the same grant programs announced in this RFA.
  - 4.7.7. Applicant organizations with contracts or agreements with the TVC may be ineligible for FVA grant funding requested for Proposed Projects involving the same or similar services as those funded under the contract. Applicants are responsible for ensuring their submitted application discloses any such contract. The Proposed Project must be clearly and sufficiently differentiated in the application from any contracted services.
- **4.8. Online Grant Application**: Applicants must complete and submit the application on the TVC Grants Portal found at <a href="www.tvc.texas.gov/grantseekers/">www.tvc.texas.gov/grantseekers/</a>. Paper applications are not accepted. Each Organization is required to register for one account in the TVC Grants portal. This one account is used for all applications submitted by that Organization. Each section description explains the information required to complete the application. The application window will be open for 60 days. Applicants are encouraged to submit their applications in the TVC Grants Portal at least 72 hours prior to the announced application closing date to avoid technical or user-generated issues. The TVC Grants Portal will not allow applications to be submitted after the announced closing time and date.
- **4.9. Funding Amounts per Grant Program:** Eligible Applicants can request funding in increments of \$5,000 when their grant-funded services are provided at the local, county, regional, and statewide levels. See table below.

Table 4.1 Funding Amounts per Grant Program.

	Requested Funding Limits	
Grant Program	\$5,000 - \$400,000	\$5,000 - \$600,000
General Assistance: Local, County, and Regional	x	
General Assistance: Statewide		x
Housing for Texas Heroes		х

Veteran Mental Health		X
Veteran Treatment Court: County-level	x	
Veteran Treatment Court: Regional Court (2 or more counties)		x
Veteran County Service Office: GA, H4TXH, VMH	x	

- **4.10. Matching Funds:** There is no matching requirement.
- **4.11. Financial Documentation:** FVA staff review financial documents associated with the applicant via the IRS website. Staff may request additional information to determine financial stability. Applicant should pass the liquid asset test and have sufficient funds to cover 2 months of services.
- **4.12. Application Certification:** Applicants will attest to reading, understanding, and accepting the terms of this grant contract according to federal and state regulations, and TVC policies outlined in the RFA, program requirements, and the Notice of Grant Award statement.
- **4.13. Application Package:** A complete Application Package includes submitting a completed online application and attached items listed below via the TVC Grants Portal. An Application Package may have up to three (3) attachments. Failure to provide required attachments or to agree with the True and Correct Statement will result in ineligibility. When submitting the Application Package, name each attachment below.
  - 4.13.1. List and terms of current governing body members (Board of Directors, Commissioners Court, City Council Members).
  - 4.13.2. IRS Tax determination letter regarding non-profit status, if applicable. Do not submit paperwork from the State Secretary of State or the State Comptroller of Public Accounts regarding non-profit status. Only IRS Tax determination letter indicating your organization is recognized as a tax-exempt non-profit is acceptable.
  - 4.13.3. A copy of current professional liability insurance and/or malpractice insurance policy covering the applicant organization at the time of application submission.
- **4.14. Application Webinar and Questions:** Potential applicants can participate in an information webinar session regarding 2025-26 FVA grant applications. The webinar is tentatively scheduled as listed in Key Dates below. Information regarding the webinar will be available on the <a href="FVA website">FVA website</a> for updated information.
  - 4.14.1. The information webinar will address questions regarding the application or application process but will not address a specific project or an organization's application.
  - 4.14.2. All questions pertaining to this RFA must be submitted to <a href="mailto:rfaquestions@tvc.texas.gov">rfaquestions@tvc.texas.gov</a> with "2025-26 [Grant Program inserted here] Question" in the subject line of the email. FAQs and responses will be posted on the website.

- **5. APPLICATION ELIGIBILITY AND REVIEW:** All submitted applications are screened for eligibility before entering the competitive selection process. The eligibility assessment is designed to be a proactive measure to prevent fraud, waste, and abuse and to alert the commission to potential risks before an award is made.
  - **5.1. Application Eligibility**: A Grant Application must meet the following requirements to be considered eligible for the competitive grant selection process:
    - 5.1.1. Be completed according to the grant application instructions.
    - 5.1.2. Satisfy all requirements as listed in Section 4: 2025-2026 Funding Opportunity and Application Submission Requirements; and
    - 5.1.3. Submitted via the TVC Grants portal by the deadline established in this RFA.
    - 5.1.4. If a Grant Application does not meet all requirements listed above, it may not be considered for funding. FVA may request additional documentation from the applicant for clarification after initial review of submitted application. Any information requested by the FVA must be submitted within five (5) business days of FVA's request. If clarification information is not received or is incomplete, the application may not be considered for funding.
  - 5.2. Application Eligibility Unallowable Expenses: The requested grant amount will be reduced by the TVC Executive Director during application eligibility screening if the application includes unallowable budgeted expense(s) equaling 20%-40% of the total grant amount requested. Example: if \$20,000 of unallowable costs are listed in the budget of an application seeking \$100,000 of grant funding, the unallowable items will be removed, and the application amount will be reduced to \$80,000. The TVC Executive Director shall determine if the resulting, reduced application will move forward in the competitive selection process for awarding.
  - **5.3. Ineligible Applications**: Grant Applications received will be reviewed for eligibility and deemed ineligible if one or more of the following applies:
    - 5.3.1. The application is not complete.
    - 5.3.2. The Application Package is missing required attachments.
    - 5.3.3. If the organization has an exclusion record listed on the General Services Administration (GSA) System for Award Management (SAM). A Grantee with an exclusion record listed in GSA SAM will be ineligible for renewal.
    - 5.3.4. The Application Package is not submitted through the TVC Grants portal by the deadline.
    - 5.3.5. The **application is ineligible** if more than 40% of the budgeted expenses in the application are determined unallowable expenses and prohibited uses of FVA grant funds.
    - 5.3.6. Applicant organizations with contracts or agreements with TVC **may be ineligible** for FVA grant funding requested for Proposed Projects involving the same or similar services as those funded under the contract. Applicants are responsible for ensuring their submitted application discloses any such contract. The Proposed Project must be clearly and sufficiently differentiated in the application from any contracted services.
    - 5.3.7. The applicant organization is deemed financially unstable per the liquid asset test.
  - **5.4. Risk Determination**: Awarded organizations will be assessed for risk including review of additional information available about the organization such as public information discovered through open-

source research, Federal Audit Clearing House (Harvester), IRS Select Check, SAM, GuideStar and FVA risk assessments. If selected, High Risk organizations are subject to additional compliance reviews throughout the grant period.

- **5.5. Applicant Financial Stability** will be assessed using the liquid asset test based on financial documentation found on the IRS website. Competitive organizations typically can show a cash and/or cash equivalent balance covering at least two (2) months of the projected grant expenses for the proposed grant project included in the application.
- **5.6. Application Review**: Following eligibility screening,-and financial stability assessment, the eligible applications are reviewed by the FVA staff to assess the application's fit and alignment with FVA's grant program, as described in the RFA, the Annex A Terms and Conditions, and Annex B Grant Program Requirements. Each application receives independent reviews from three separate FVA staff. The results from the reviews are scored based on the scoring table below.

**Table 5.1. Application Review Scoring** 

Criteria	Question	Score
Proposed	Project includes services identified in the Needs Assessment study published in August 2024 mentioned in Section $1-1.2.6$ . of this RFA	1
Project	Project serves a highly rural county as defined by the U.S. Department of Veteran Affairs (counties with fewer than seven people per square mile)	1
	Project serves more than 1 county	1
	Project serves beneficiaries statewide	1
Financial Management	Applicant passes the liquid asset test mentioned in Section $5-5.5$ of this RFA	1
	Applicant has sufficient funds to cover 2 months of services as mentioned in Section 5 $-$ 5.5 of this RFA	1
	Applicant uses software to record accounting transactions and manage financial bookkeeping	1
	Applicant can sustain this project without FVA funding	1
Budget	Budget does not contain unallowable or prohibited expenses mentioned in Section 3 $-$ 3.14 and 3.15 of this RFA	1
	75% of the budget is allocated to client services as mentioned in Annex B: 2025-2026 Grant Program Requirements (Treatment Court, Mental Health, or other budgeted salary providing an intangible service are considered client services; equipment and conference fees are not considered client services)	1
Total		10

#### 6. AWARD PROCESS:

**6.1. Application Review Window:** When the application window is opened, and before the TVC Commission makes the grant awards, TVC Commissioners and FVA Advisory Committee members cannot discuss applications with any organization.

# 6.2. FVA Advisory Committee:

- 6.2.1. All eligible applications will be given to the Committee for their evaluation and preparation of award recommendations to the Commission. The Committee uses the application, its attachments, FVA staff review, and the funding goals to formulate the recommendation list for awards.
- 6.2.2. The Committee will convene in January 2025 for a public presentation of the Proposed Projects by Applicants. Following that public presentation, the Committee will convene in late March or early April 2025 to make application recommendations. Additional information on these meetings (specific location and dates) will be available and shared when confirmed. The dates of these meetings are subject to change. Please check the FVA website for updated information (tvc.texas.gov/grants). Applicants are not required to participate in the presentation meeting, as their recommendation for the award is not based on the presentation. The presentation meeting serves as an opportunity for applicants to present

their projects and interact in-person or virtually with the Committee while describing their projects' objectives.

- **6.3. Funding Recommendations:** The funding recommendations made by the Committee will be presented to the Commission in May 2025 for the Commission's award decision. Additional information on this meeting will be made available when details are confirmed. The exact date of this meeting has not been set. Please check the FVA website for updated information.
  - 6.3.1. If any part of the submitted application needs to be revised (for example, if the Grantee is awarded an amount other than that requested or the application mischaracterizes or contains unallowable costs), the Awarded Applicant must submit a revised application during post-award Revisions, following the 3<sup>rd</sup> Quarter Commission Meeting. Any element of the awarded application outside the scope or allowable expenses for the awarded service category will be removed during this process. The FVA will provide instructions and guidelines for the submission of the revised application.
- **6.4. Posting:** Award determinations will be posted on FVA website after the 3rd Quarter Commission Meeting.
- **7. KEY DATES:** The dates and times listed in this RFA are subject to change. Please check the TVC website for updated information at <a href="https://www.tvc.texas.gov">www.tvc.texas.gov</a>.
  - 7.1. September 2024: 2025–2026 Request for Application (RFA) and Application Webinar.
  - 7.2. September 12, 2024 5:00pm: Grant Portal and Application Window Opens for 2025-2026 FVA Grants.
  - 7.3. October 2024: 2025-2026 Request for Application (RFA) Webinar.
  - **7.4.** November 23, 2024 5:00pm: Last day to submit RFA questions to TVC (<a href="mailto:rfaquestions@tvc.texas.gov">rfaquestions@tvc.texas.gov</a>) regarding this RFA.
  - **7.5. November 12, 2024 5:00pm**: All applications must be submitted. Application portal will close automatically at 5:00 p.m., Central Standard Time on this date.
  - **7.6. January 2025**: **Application Presentation Meeting.** All eligible organizations may present their application to the FVA Advisory Committee in person or virtually. Travel expenses are not covered.
  - **7.7. March 2025**: **Funding Recommendation Meeting**. FVA Advisory Committee meets to confirm funding recommendations.
  - 7.8. May 2025: Grant Award Commission Meeting. Austin, Texas.
  - 7.9. May 2025: 2025-2026 Newly Awarded Applicants & Renewed Grantees Webinar.
    - 7.9.1. June 2025: Notice of Grant Awards to be sent to funded organizations.
    - 7.9.2. July 1, 2025: Grant Funding Period begins.
    - 7.9.3. August 31, 2026: Grant Funding Period ends.
- **8. FVA GRANTEE TRAINING.** Awarded Applicants will be required to participate in training. Training will be conducted remotely either via webinar or conference call, or in some instances FVA staff may conduct an onsite training visit at the Awarded Applicant's facility.

Grant Title/Project Name:	Texas Veterans Commission Fund for Veterans' Assistance
Department:	County Court at Law #2
Requestor:	Tanya Kunz
Contact Email:	tanya.kunz@wilco.org
Contact Phone Number:	512-943-1568
Start Date:	7/1/2025
End Date:	8/31/2026
Please select request category:	Specialty Court- Veterans
Describe the purpose of the grant in detail to include all requirements.	Williamson County Court at Law # 2 requests permission to apply for a comprehensive grant with the Texas Veterans Commission (TVC) to cover the costs associated with CCL 2's Veterans Treatment Court. The grant is administered by the TVC Fund for Veterans Assistance. The TVC has a grant category designed specifically to support Veterans Treatment Courts (VTC) in Texas.  The purpose of the grant is to provide mental health and substance abuse treatment for Veterans involved in the Texas Justice System. The grant will fund personnel, staff training, alcohol/ drug monitoring, office supplies and mental health/ substance use treatment for Veterans.  The new TVC grant year runs from July 2024 through August 2026. Our Veterans court is currently supported by a TVC Grant that expires on June 30, 2025.  Veteran applicants are required to verify a veterans status and provide documentation of eligibility to receive VA support.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	\$275,000.00

Please provide a breakdown of the total cost above.	This is an estimated budget. TVC allows the Veterans Treatment Court to request up to \$400,000. We are currently working on the budget for the 2025-2026 TVC grant that will be a 14 month grant as opposed to our current 12 month grant cycle.
	Personnel: To include 36% of Salary and Fringe for the Program Manager, 63% for the Court Coordinator, 77% for one Probation Officer and 50% for a second Probation OfficerApprox. \$175,908.00 we are currently working with the county auditors office for exact numbers to include an increase for COLA and Merit.
	<u>Software:</u> To include Database and Mental Health evaluation software licenses \$4200.
	Training/ Travel- To include 4 staff/ team members to attend the U.S. Department of Justice's National Association of Drug Court Professionals (NADCP) Annual Conference for staff training on best practices and the Texas Association of Specialty Courts (TASC) Annual Conference. \$18,000
	<u>Substance Abuse Monitoring:</u> To include SCRAM, Ignition Interlock, PAM and Drug Patches for participants \$40,000
	<u>Supplies and Misc.:</u> Office supplies, Public Data membership to run background checks on potential Veteran Mentors \$1000
	Support Services for Veterans: To include gasoline reimbursement/ rideshare services for veterans to travel to court and treatment appointments, utilities, rent, medication assisted treatment, and in patient treatment when necessary. \$5000
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	

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

Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	
What is the impact of this grant application on other internal/county departments?	The Veterans Treatment court existed since 2015 with the assistance from numerous Federal State and local grants. The auditors office works in tandem with the court coordinator toward submitting reimbursements and program reports on a monthly and quarterly basis. There should be no change to the relationship between the Court and internal/county department.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	
Please identify any known decrease in funding at this time.	N/A
Is this a new program to your department/office?	No
Please provide data points to be collected to show program success	
Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	The Williamson County Veterans Treatment Court has been in existence since 2015 and has served 292 participants with 226 successful graduates and 42 currently active in the program.
ID	128
Version	2.0
Attachments	False
Created	9/24/2024 4:24 PM
Created By	Tanya Kunz
Modified	9/25/2024 10:36 AM
Modified By	Tanya Kunz

# **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024

VTC Software License Amendment

Submitted For: Cynthia Long Submitted By: Pierce Kathy, Commissioner Pct. #2

20.

**Department:** Commissioner Pct. #2 **Agenda Category:** Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on an amendment to the Software License and Services Agreement with Public Health Management Corporation (PHMC) to provide the RANT/DUI and RANT Instrument Acess to support the specialty court programs in County Court at Law 2.

# **Background**

The original agreement with PHMC was approved by the Commissioners Court on 6/15/2021. The amendment allows the payments for services to be made monthly, as opposed to annually, with a small increase that will be covered by the TVC grant. This amendment will help the Veterans Treatment Court program meet grant performance metrics in the Texas Veterans Commission grant. The RANT software is Risk and Needs Triage (RANT) to be used by the Veterans Treatment Court. It is a highly secure, web-based tool designed to help judges and other criminal justice professionals place adult drug offenders into the appropriate care-setter. By matching offenders to appropriate service, RANT helps optimally target resources for improved public safety and public health outcomes. The VTC and Bluebonnet Trails staff will use the tool to administer the risk/needs assessments of program participants. RANT was derived from empirical evidence showing that outcomes in community correctional settings are influenced by how well drug offenders are matched to services, suited to both their criminogenic risks and clinical needs. The RANT program is validated by several organizations, and its findings have been published in a peer-reviewed journal. The agreement has been reviewed by Legal and the Auditor's Office.

# Fiscal Impact

	From/To	Acct No.	Description	Amount
- 1				

# **Attachments**

## **RANT Amendment**

Final Approval Date: 09/26/2024

# Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 09:19 AM

Form Started By: Pierce Kathy Started On: 09/25/2024 03:56 PM

Docusign Envelope ID: 931EE473-7A17-4910-B10C-60783A84FD0C



Centre Square East 1500 Market Street Philadelphia, PA 19102 215.985.2500 PHONE 215.985.2550 FAX

PHMC.ORG

Chairperson

Samuel J. Patterson

Richard J. Cohen, PhD, FACHE President and CEO

August 30, 2024

Williamson County Veterans Court Acting by and through Williamson County, Texas 405 Martin Luther King Georgetown, TX 78626

#### RE: Amendment to Contractual Engagement for Services Rendered by Public Health Management Corporation for Williamson County Veterans Court

THIS Agreement Amendment ("AMENDMENT"), is to confirm our understanding between Public Health Management Corporation (hereafter referred to as "PHMC") and the Williamson County Veterans Court to modify certain services for and on behalf of PHMC under the terms and conditions set forth in this AMENDMENT.

PHMC and Williamson County Veterans Court entered into an Agreement as of 6/16/2021 which includes the Agreement and any and all exhibits and attachments thereto (collectively, the "Agreement"); and

THEREFORE, PHMC shall amend the Agreement as follows:

Williamson County Veterans Court shall be replaced by Williamson County Veterans Court acting by and through Williamson County, Texas.

7.a.i. Payments: The License Fee, pursuant to the services outlined in Schedule A, is \$1,275, assuming up to five (5) users per court, per year, invoiced monthly in twelve (12) equal payments of \$106.25. This fixed fee does not provide for any additional services unless specifically outlined in *Exhibit A* or *Exhibit B*.

To that end, for Williamson County Veterans Court acting by and through Williamson County, Texas agrees to the pay \$106.25 per month, invoiced monthly.

All other terms of the Agreement shall remain in full effect. Indicate your acceptance of the terms of this AMENDMENT by signing in the space provided below. Please return a signed copy of this AMENDMENT within 7 days of receipt. This AMENDMENT shall not become binding until PHMC receives a copy duly executed by you.

PUBLIC HEALTH

Sincerely,

WILLIAMSON COUNTY

VETERANS COURT ACTING BY AND THROUGH	MANAGEMENT CORPORATION
WILLIAMSON COUNTY, TEXAS	Signed by:
By:	By: Robert Block
	Robert Block
Name	Name
	CF0
Title	Title
	September 6, 2024
Date	Date

# SOFTWARE LICENSE AND SERVICES AGREEMENT ("AGREEMENT")

**SCHEDULE A** 

# LICENSING AND DEVELOPMENT FEES Streamlined RANT®

Treatment Research Solutions at Public Health Management Corporation (PHMC)

## Contact:

Meghan Love Product Director

Treatment Research Solutions @
Public Health Management Corporation
1500 Market Street
Centre Square, East Tower, 15<sup>th</sup> fl.
Philadelphia, PA 19102
mlove@phmc.org

(215) 399-0990 EIN # 23-7221025

# **LICENSING**

Product Name(s)	Version(s)	No. of Servers	Permitted Users	Fees
Streamlined RANT	1	1	up to 5	\$1,275 per year, per court, invoiced monthly at a rate of \$106.25 per month

# **MAINTENANCE & SUPPORT**

Service Name	Service Details	Fees
Networking Subscription	RANT/DUI-RANT Instrument Access Provided for Users within Individual Courts	\$350 per court
Initial Training	1 Session – Remote Training	\$800
Additional Training Sessions	Per Session – Remote Training	ROLE Rates Apply
Remote Support (Phone/Email)	Mon - Fri 8:30am – 5pm EST	Included in Annual Fee
Remote Support (Phone/Email)	All Other Times	Network Admin Rates Apply
On-Site Support	Requires Separate SOW	TBD in conjunction with SOW

# SOFTWARE LICENSE AND SERVICES AGREEMENT ("AGREEMENT")

**SCHEDULE A** 

# **PROFESSIONAL SERVICE RATES**

Any additional services shall require the acceptance and authorization of a formal Statement of Work (SOW) by Licensee in advance of the commencement of any labor. Should additional services be required, those services will also be billed at the following hourly rates:

ROLE	RATE
Application Lead	\$125 /hr.
Integration Lead/DBA	\$125 /hr.
IT Project Manager	\$110 /hr.
Billing Team Lead	\$104 /hr.
Network Admin	\$105 /hr.

# **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024 Cancer Screening - Project Update

Submitted For: Cynthia Long Submitted By: Pierce Kathy, Commissioner Pct. #2

21.

**Department:** Commissioner Pct. #2 **Agenda Category:** Regular Agenda Items

#### Information

# Agenda Item

Discuss, consider and take appropriate action on a program update provided by the Williamson County and Cities Health District (WCCHD) for the Breast Cancer Identification and Treatment Project.

# **Background**

The Williamson County and Cities Health District (WCCHD) was awarded ARPA funding on November 13, 2023, to administer the early cancer identification program. WCCHD provides the administrative services and coordination of diagnostic services for cancer identification for low-income individuals who reside in Williamson County and who are at or below 250% of the Federal Poverty Level. WCCHD collaborates with other safety net clinics to provide education and outreach to uninsured and low-income individuals qualifying for the early detection program. One of the goals of the program is to identify cancer in the early localized stages, when the 5-year survival rate is significantly higher. When cancer is identified, the program staff will provide patient navigation services, case management, and connection to appropriate resources that will help the patient through the challenging time after cancer is identified.

# **Fiscal Impact**

From/To	Acct No.	Description	Amount
11011/10	Acct No.	Description	Amount

# **Attachments**

No file(s) attached.

Final Approval Date: 09/18/2024

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/18/2024 08:13 AM

Form Started By: Pierce Kathy Started On: 09/17/2024 04:58 PM

# **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024

**Pre Trial Services** 

Submitted For: Rebecca Clemons Submitted By: Rebecca Clemons, Human Resources

22.

**Department:** Human Resources **Agenda Category:** Regular Agenda Items

## Information

# Agenda Item

Discuss, consider and take appropriate action on a reorganization for Pre-Trial Services using funding set aside during the FY25 budget process.

# **Background**

The Pre-Trial Services Department operates 365 days a year and frequently works after 5pm. The current organizational chart was re-designed to provide the support needed for staff, managers and the Justice System. Positions noted in green have changes.

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

## **Attachments**

current

proposed

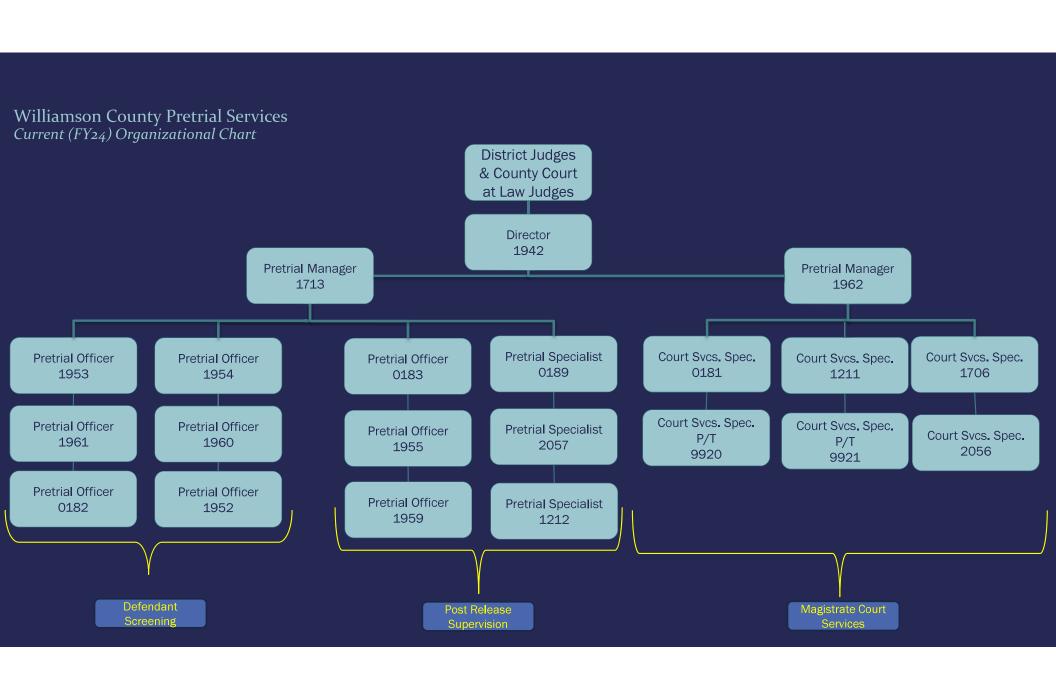
# Form Review

Inbox Reviewed By Date

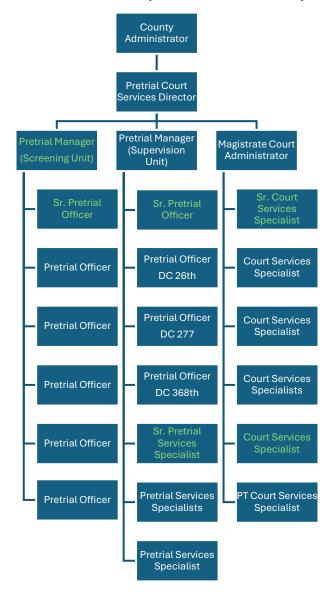
County Judge Exec Asst. Becky Pruitt 09/26/2024 09:20 AM

Form Started By: Rebecca Clemons Started On: 09/25/2024 04:36 PM

Final Approval Date: 09/26/2024



# Williamson County Pretrial Services Department – Proposed Changes



**Commissioners Court - Regular Session** 

**Meeting Date:** 10/01/2024

FY 2024/2025 Proposed Budget Order

Submitted For: Bill Gravell Submitted By: Andrea Schiele, County Judge

**Department:** County Judge

Agenda Category: Regular Agenda Items

## Information

# Agenda Item

Discuss, consider and take appropriate action on the Fiscal Year 2024/2025 Budget Order.

# **Background**

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

## **Attachments**

FY 2024/2025 Budget Order - Tracked Changes

FY 2024/2025 Budget Order - No Mark Up

Form Review

Reviewed By Date

Becky Pruitt 09/26/2024 11:35 AM

Started On: 09/26/2024 11:03 AM

23.

Inbox

County Judge Exec Asst. (Originator) Form Started By: Andrea Schiele Final Approval Date: 09/26/2024

# STATE OF TEXAS COUNTY OF WILLIAMSON AN ORDER ADOPTING THE 2024/2025 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2024/2025;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

#### POLICIES RELATED TO COMPENSATION AND BENEFITS

# I. <u>SALARIES</u>

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	\$163,890.48
b)	Judge of the County Court at Law #1	\$171,000.00
c)	Judge of the County Court at Law #2	\$185,000.00
d)	Judge of the County Court at Law #3	\$193,400.00
e)	Judge of the County Court at Law #4	\$193,400.00
f)	Judge of the County Court at Law #5	\$157,000.00
g)	County Attorney	\$181,884.30
h)	County Sheriff	\$170,515.28
i)	County Clerk	\$145,309.06
j)	District Clerk	\$145,309.06
k)	County Tax Assessor/Collector	\$146,190.98
1)	County Treasurer	\$134,707.30
m)	Each County Commissioner	\$144,055.86
n)	Each Justice of the Peace	\$124,747.48
o)	Each Constable	\$119,776.54

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

## II. HOLIDAYS

The established holiday schedule for paid holidays for the 2024/2025 budget year is as follows:

Veterans Day	Monday	November 11, 2024
Thanksgiving Holiday	Thursday Friday	November 28, 2024 November 29, 2024
Christmas Holiday	Tuesday Wednesday	December 24, 2024 December 25, 2024
New Year's Holiday	Wednesday	January 1, 2025
Martin Luther King Day	Monday	January 20, 2025
President's Day	Monday	February 17, 2025
Good Friday	Friday	April 18, 2025
Memorial Day	Monday	May 26, 2025
Emancipation Day	Thursday	June 19, 2025
Independence Holiday	Friday	July 4, 2025
Labor Day	Monday	September 1, 2025

Note: The Williamson County Employee Policy Manual contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

## III. SUPPLEMENTAL PAY

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices. In the event an employee separates from Williamson County's employment, any supplemental pay will be calculated through the last day worked. Please note that total amounts may not be exact due to the rounding within our systems.

1. Field Training Officer Pay (FTO) –Designated positions listed below will be paid per month:

Sheriff's Office – Maximum of 19 positions, including two CID, \$175 Corrections – Maximum of 32 positions, \$175 Emergency Medical Services – Maximum of 20 positions, \$175 2. Supplemental Pay - Designated positions will be paid amount listed per month.

Sheriff's Office – Maximum of 10 positions for CIT at \$250 per month - Maximum of 32 positions for Detectives at \$350 per month

Corrections – All Bailiffs at \$250 per month

Maximum of 2 positions for Detective at \$350 per month. Maximum of 4 positions for Lead Control Room Officer at \$250 per month

Maximum of 2 position for Paramedic at \$1,100 per month Maximum of 5 positions for EMT-Advanced at \$700 per month Maximum of 22 positions for EMT-Basic at \$400 per month

**Emergency Medical Services -** Maximum of 11 positions for EMT- Advanced at \$300 per month

3. On-Call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services.

**District Attorney's Office** – Maximum of 1 Asst. District Attorney, \$100 per week from the General Fund and \$500 from the District Attorney's Asset Forfeiture Funds.

Facilities Maintenance - Maximum of 2 non-exempt positions, \$100 per week

**Public Safety IT** – Maximum of 1 position, \$200 per week

WC Radio Communication System - Maximum of 1 position, \$100 per week

Sheriff's Office – Maximum of 4 Detectives, \$100 per week

Maximum of 2 Sergeants, \$100 per week

Maximum of 1 Crime Scene, \$100 per week

Maximum of 1 Animal Control Officer, \$100 per week

Maximum of 1 Livestock Deputy, \$100 per week

Maximum of 1 Victims Assistance, \$100 per week

Maximum of 4 Accident Reconstruction, \$100 per week

Corrections - Maximum of 4 Commissioned Corrections Officers, \$100 per week

4. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid by the office listed below to all attorneys who maintain certification by the Texas Board of Legal Specialization.

**District Attorney** – Maximum of 18 positions, \$5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund.

5. Board Supplements – Designated positions will be paid for serving on a specific board(s).

**Juvenile Board** – County Judge and District Judges (6), \$400 per month.

6. County Supplements – Williamson County portion of elected state positions.

District Attorney – 1 position, \$52,000, paid equally over 26 pay periods

**District Judges** – 6 positions, \$13,200 per year, paid equally over 26 pay periods.

7. Court Admin Supplement – Paid to the Court Admin of the presiding District Judge, for additional duties. 1 position, \$5,500 per year, paid equally over 26 pay periods.

Paid to the Court Admin of the presiding County Court at Law Judge, for additional duties. 1 position, \$5,500 per year, paid equally over 26 pay periods.

- 8. Lead Associate Judge Supplement Paid to the approved Associate Judge for additional duties, 1 position, \$10,000 per year, paid equally over 26 pay periods.
- 9. Bilingual Stipend Paid to the approved employee with funding allocated during the annual budget process for additional duties. Number of positions approved will vary based on workplace needs.

**Basic** - \$50 per month for full time, annually \$600 \$25 per month for part time, annually \$300

**Advanced** - \$100 per month for full time, annually \$1,200 \$50 per month for part time, annually \$600

10. Shift Differential Supplement – Paid to the approved employees who are required to work non-traditional hours due to County business needs. The following criteria guide the use of shift differential. (1) Is only paid for fulltime, non-exempt positions in the amount of \$150 per month (2) Is paid to employees whose regular work schedule (defined as at least 75% or more) has a daily start time between 3 p.m. and 3 a.m. and (3) They must be on the approved list below and departments must have sufficient funds within their budget to pay any shift differential requests.

Corrections – up to 100 positions Sheriff's Office – up to 57 positions Juvenile – up to 50 positions Emergency Communications – up to 30 positions

# IV. CATASTROPHIC EVENT PAY

#### **PURPOSE**

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

#### BACKGROUND

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

- A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical, and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.
- B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

# **POLICY**

#### 1. Non-exempt Compensation

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

#### 2. Exempt Compensation

At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

# V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of nonspendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.

The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- $\circ$  Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

A budget amendment appropriated from cash ending reserves that will result in ongoing operational expenses requires approval by a super majority.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement (\$2.5M). Designation means that this amount,

or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 35% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. Radio Communication Systems (RCS) Fund Policy: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

#### Use and Distribution of Specific Special Revenue Funds and Accounts

- 6. **Child Safety Fund:** This fund is used to deposit a \$1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of \$25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.
- 7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.
- 8. **Employee Fund**: The Employee fund is used to deposit proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

- a) To offset the cost of county employee events
- b) Flowers for the death of a county employee only
- c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
  - i. The employee must be vested (8 years of service)
  - ii. \$60.00 allowed for employees with up to 15 years of service
  - iii. \$120.00 allowed for employees with over 15 years of service
- d) Employee recognition events and programs
- e) Maximum of \$300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
  - i. Elected Official serving in his/her capacity for at least 1 term
  - ii. Department Head who must be vested (8 years of service)
  - iii. Employee with 20 years of service or more

No reimbursement of sales tax will be allowed.

The amount allowed for use may never exceed the actual balance in the fund.

- 9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.
- 10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

#### 11. Financial – General Procedures

- a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.
- b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.
- c) All recruitment items purchased must comply with <u>Article III, section 52 of the Texas Constitution</u>. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.
  - Funds for recruitment items must be approved during the annual budget process.
  - ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
  - iii) "Give away" items such as pens, pencils, etc. should not exceed \$5.00 per item.

All purchases must follow procurement guidelines.

## VI. PURCHASING - GENERAL PROCEDURES

1. Williamson County adheres to Texas Local Government Code and Williamson County Purchasing Policy. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card

policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.

2. The Williamson County Purchasing Manual, P-Card Manual, as well as other more detailed information directing specific purchasing procedures and processes, can be located on the SharePoint Purchasing Portal at: <a href="https://wilco365.sharepoint.com/purchasingportal">https://wilco365.sharepoint.com/purchasingportal</a>.

This site provides county departments access to:

- a. Policies, Procedures and Manuals
- b. Training Materials
- c. Forms
- d. Guides and other tools to assist in the purchasing process
- 3. The County Auditor's Office will audit P-Card Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by the Purchasing Department and the County Auditor's Office. Actions may include:
  - a. Retraining
  - b. Reduction of credit limits
  - c. Suspension of account

Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

http://www.wilco.org/CountyDepartments/Purchasing

## VII. COUNTY VEHICLES

1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift, or to a secure location, preapproved by their department leadership. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.

# 4.2. Approved positions for Take Home Vehicles

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

Commented [AS1]: Added by Rebecca Clemons

Commented [AS2]: Added by Rebecca Clemons

#### A. Public Safety Personnel (required to commute in the vehicle)

- a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Commanders, Assistant Chiefs and Chiefs
- b) Each Constable and Deputy Constables
- c) Investigators in the District Attorney and County Attorneys offices
- d) Two on call maintenance employees designated by the Maintenance Division
- EMS Division Commanders, and Operation Commander(s) and Operation Commander, preapproval required by EMS Director approved by EMS Director
- ef) The Fire Marshal Special Operations Chief, Asst. Fire Marshal and, Special Operations Asst. Chief, and On Call Hazmat Special Operations Captain, when on call
- <u>fg</u>) <u>Road and Bridge The-</u>Director of Field Operations, (12) Senior Foremen and Foreman\*
- gh) The <u>Senior Director of Emergency Services</u>, Director of Emergency Management and the Deputy Director of Emergency Management
- i) The Wireless Communications Tower Technician

#### B. On Call Vehicle Rotation Only (note – out of County miles, if approved)

- a) On call Crime Scene Employees
- b) On call Animal Control Employees
- c) Two Facilities Maintenance Employees\*
  - d) One Hazmat Special Operations Captain
  - e) Wireless Communications Tower Technician(s)
- \* Positions listed in Section A and B may be taxed on vehicle usage. Please reach out to the Auditor's Office for more information.
- 3. The Senior Director of Emergency Services, and the Sheriff, and the Senior Director of Infrastructure,—have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.

The following list has been grandfathered by the court, will not be expanded, unless approved by the Commissioners Court, and shall show significant decreases in each budget year until phased out.

**Sheriff's Office** 

S. Zion

D. Garrett

4. The following list of emergency response personnel has been exempted from the out of county policy for take home vehicles by the Commissioners Ceourt. The list will not be expanded, and exemptions are not transferable due to a vacancy, unless approved by the Commissioners Court.

# **Sheriff's Office**

S. Zion

D. Garrett

W. Steffen

J. Guinn

J. Foster

#### Constable Pct. 2

M. Villarreal

The individuals below are authorized use of a take home vehicle only when designated as "on call".

- J. Sapien
- J. Helm

County vehicles assigned to departments or individuals that are not take home vehicles, shall be returned and parked at the end of each workday at the facility where the primary office is located. It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2.\_—A County Fleet Committee has been established to oversee fleet performance, assets and compliance to policies and procedures.

A. Duties include but are not limited to the following:

- Review of annual fleet solicitations
- Updates to fleet policies and procedures
- Review, reporting and recommendations regarding accidents
- Right sizing county fleet with emphasis on efficiencies
- Standardization of countywide Fleet
- B. The Fleet committee is comprised of the following:
  - Budget Office
  - Constable representative (selected by Constables)
  - County Judge (Chair)
  - Emergency Services Department
  - Fleet
  - Juvenile Services
  - Risk Management

Commented [AS3]: Approved in Court 4-30-24

- <u>Infrastructure</u>
- Purchasing
- Sheriff's Office
- Auditor's Office (non-voting member)

C. A County Fleet Committee will review fleet policies and purchase requests and make recommendations for budgeting purposes. The Purchasing Department shall coordinate the annual vehicle solicitation each summer with the goal of issuing all vehicle purchase orders for the upcoming fiscal year in the first week of October to expedite delivery. Only those vehicles approved during the budget process shall be purchased.

D. All accidents involving County vehicles and equipment must be reported to the Risk Manager in the Commissioners Court Department to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk Manager immediately in order to ensure that proper insurance coverage is in place.

A County Fleet Committee will review fleet policies and purchase requests and make recommendations for budgeting purposes. This committee will consist of one representative from each Constable's Office, the Budget Office, Emergency Services, Fleet Department, Risk Management, Infrastructure, Purchasing, and the Sheriff's Office. The Auditor's Office is a nonvoting member. The Purchasing Department shall coordinate the annual vehicle solicitation each summer with the goal of issuing all vehicle purchase orders for the upcoming fiscal year in the first week of October to expedite delivery. Only those vehicles approved during the budget process shall be purchased.

All accidents involving County vehicles and equipment must be reported to the Risk Manager in the Commissioners Court Department to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk Manager immediately in order to ensure that proper insurance coverage is in place.

#### VIII. CELL PHONE POLICY

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

#### **Procedures for the Stipend Policy**

- 1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.
- 2. Five levels of cell phone stipends will be established:

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$10.00 Per Month – ($5.00 per pmt)
$15.00 Per Month - ($7.50 per pmt)
$20.00 Per Month – ($10.00 per pmt)
$25.00 Per Month – ($12.50 per pmt)
$30.00 Per Month – ($15.00 per pmt)
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- 3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.
- 4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.
- 5. Expenditures over the allowed stipend will not be reimbursed.
- 6. An approved cell phone stipend will not follow an employee if the employee changes positions.
- 7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend have obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.
- 8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

#### IX. COMMISSIONERS COURT

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONAMENDED WILLIAMSON COUNTY BUDGET and against on the of October 2024.	*
This ORDER being adopted, the County Judge is County Clerk is instructed to record the ORDER sche Commissioners Court.	C
	Attest:
Bill Gravell, County Judge	Nancy E. Rister, County Clerk

# STATE OF TEXAS COUNTY OF WILLIAMSON AN ORDER ADOPTING THE 2024/2025 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2024/2025;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Budget Officer and amended by the Commissioners Court be adopted with the following provisions:

# POLICIES RELATED TO COMPENSATION AND BENEFITS

# I. <u>SALARIES</u>

1. Salaries for County and Precinct Officials are set as follows:

a) Judge of the County Court \$163,8	JU.+0
b) Judge of the County Court at Law #1 \$171,0	00.00
c) Judge of the County Court at Law #2 \$185,0	00.00
d) Judge of the County Court at Law #3 \$193,4	00.00
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f) Judge of the County Court at Law #5 \$157,0	00.00
g) County Attorney \$181,8	84.30
h) County Sheriff \$170,5	15.28
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j) District Clerk \$145,3	09.06
k) County Tax Assessor/Collector \$146,1	90.98
l) County Treasurer \$134,7	07.30
m) Each County Commissioner \$144,0	55.86
n) Each Justice of the Peace \$124,7	47.48
o) Each Constable \$119,7	76.54

2. The number of employee positions established and authorized for each official and/or department, the maximum allowable salary for each position, and the job titles are reflected in the annual approved county budget filed with the County Clerk.

# II. <u>HOLIDAYS</u>

The established holiday schedule for paid holidays for the 2024/2025 budget year is as follows:

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President's Day	Monday	February 17, 2025
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Note: The Williamson County Employee Policy Manual contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

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Sheriff's Office – Maximum of 10 positions for CIT at \$250 per month - Maximum of 32 positions for Detectives at \$350 per month

**Corrections** – All Bailiffs at \$250 per month

Maximum of 2 positions for Detective at \$350 per month. Maximum of 4 positions for Lead Control Room Officer at \$250 per month

Maximum of 2 position for Paramedic at \$1,100 per month Maximum of 5 positions for EMT-Advanced at \$700 per month Maximum of 22 positions for EMT-Basic at \$400 per month

**Emergency Medical Services -** Maximum of 11 positions for EMT- Advanced at \$300 per month

3. On-Call Pay – Specific positions listed below are classified as eligible for on-call pay due to the demand for after hour services.

**District Attorney's Office** – Maximum of 1 Asst. District Attorney, \$100 per week from the General Fund and \$500 from the District Attorney's Asset Forfeiture Funds.

**Facilities Maintenance** – Maximum of 2 non-exempt positions, \$100 per week

**Public Safety IT** – Maximum of 1 position, \$200 per week

WC Radio Communication System - Maximum of 1 position, \$100 per week

**Sheriff's Office** – Maximum of 4 Detectives, \$100 per week

Maximum of 2 Sergeants, \$100 per week

Maximum of 1 Crime Scene, \$100 per week

Maximum of 1 Animal Control Officer, \$100 per week

Maximum of 1 Livestock Deputy, \$100 per week

Maximum of 1 Victims Assistance, \$100 per week

Maximum of 4 Accident Reconstruction, \$100 per week

**Corrections** - Maximum of 4 Commissioned Corrections Officers, \$100 per week

4. Board Certification by the Texas Board of Legal Specialization Supplemental Pay - This supplement is paid by the office listed below to all attorneys who maintain certification by the Texas Board of Legal Specialization.

**District Attorney** – Maximum of 18 positions, \$5,000 per employee to be paid equally over 26 pay periods out of the District Attorney Asset Forfeiture Fund.

5. Board Supplements – Designated positions will be paid for serving on a specific board(s).

**Juvenile Board** – County Judge and District Judges (6), \$400 per month.

6. County Supplements – Williamson County portion of elected state positions.

**District Attorney** – 1 position, \$52,000, paid equally over 26 pay periods

**District Judges** – 6 positions, \$13,200 per year, paid equally over 26 pay periods.

7. Court Admin Supplement – Paid to the Court Admin of the presiding District Judge, for additional duties. 1 position, \$5,500 per year, paid equally over 26 pay periods.

Paid to the Court Admin of the presiding County Court at Law Judge, for additional duties. 1 position, \$5,500 per year, paid equally over 26 pay periods.

- 8. Lead Associate Judge Supplement Paid to the approved Associate Judge for additional duties, 1 position, \$10,000 per year, paid equally over 26 pay periods.
- 9. Bilingual Stipend Paid to the approved employee with funding allocated during the annual budget process for additional duties. Number of positions approved will vary based on workplace needs.

**Basic** - \$50 per month for full time, annually \$600 \$25 per month for part time, annually \$300

**Advanced** - \$100 per month for full time, annually \$1,200 \$50 per month for part time, annually \$600

10. Shift Differential Supplement – Paid to the approved employees who are required to work non-traditional hours due to County business needs. The following criteria guide the use of shift differential. (1) Is only paid for fulltime, non-exempt positions in the amount of \$150 per month (2) Is paid to employees whose regular work schedule (defined as at least 75% or more) has a daily start time between 3 p.m. and 3 a.m. and (3) They must be on the approved list below and departments must have sufficient funds within their budget to pay any shift differential requests.

Corrections – up to 100 positions Sheriff's Office – up to 57 positions Juvenile – up to 50 positions Emergency Communications – up to 30 positions

#### IV. CATASTROPHIC EVENT PAY

#### **PURPOSE**

Establish a policy for Williamson County setting forth the compensation of exempt and non-exempt employees for an activation of the Williamson County Emergency Operation Plan during a declared disaster, catastrophic event, or qualifying event. Nothing in this policy shall be construed as changing the "at will" status of any person employed by Williamson County.

#### **BACKGROUND**

Williamson County will compensate those essential employees who are required to work outside of their normal work schedule when assisting in the management of a local qualifying event, or when necessary to assist other agencies in managing events outside of the local jurisdiction. Examples of qualifying events include, but are not limited to, the following:

- A. Certain catastrophic local events including, but not limited to: floods, hurricanes, tornados, and other Acts of God, nuclear, chemical, and biological emergencies, terrorist attack(s), or any other emergency declared by a federal, state or local authority.
- B. When assigned to support an event, internal or external, to the County's jurisdiction; For personnel assigned and deployed to select teams, including, but not limited to: Williamson County Emergency Operations Center and Local, Regional, State and Federal Deployments.

#### **POLICY**

#### 1. Non-exempt Compensation

Any non-exempt employee who is recalled to duty during a catastrophic event, who works in- excess of forty (40) hours in a work week, or 86-hours in the pay period for those on the law enforcement pay plan, will be paid overtime for additional hours worked. Note that the general rules of compensable time apply to work performed under the circumstances covered by this policy. Refer to the Williamson County Handbook or contact Human Resources if you have questions about what is considered compensable time.

#### 2. Exempt Compensation

At the Commissioners Court discretion, any salaried exempt employee who is required to work hours in-excess of their normal work schedule (eighty hours in a pay period) during a declared disaster, Catastrophic Event, or qualifying event as outlined in this procedure may be compensated during the declaration period at a determined hourly rate. Only pay periods with hours worked that equal or exceed 88 hours and at least 8 hours for the event, should be submitted for possible compensation.

#### V. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of nonspendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures.

The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including, but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

A budget amendment appropriated from cash ending reserves that will result in ongoing operational expenses requires approval by a super majority.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement (\$2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each

year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1<sup>st</sup> of the previous year to April 30<sup>th</sup> of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

4. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 35% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

5. **Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community.

The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Only one-time, non-recurring expenditures, such as tower improvements
- Fee stabilization

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

#### **Use and Distribution of Specific Special Revenue Funds and Accounts**

- 6. **Child Safety Fund:** This fund is used to deposit a \$1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of \$25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.
- 7. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.
- 8. **Employee Fund**: The Employee fund is used to deposit proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

- a) To offset the cost of county employee events
- b) Flowers for the death of a county employee only
- c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition. (Purchasing guidelines must be adhered to):
  - i. The employee must be vested (8 years of service)
  - ii. \$60.00 allowed for employees with up to 15 years of service
  - iii. \$120.00 allowed for employees with over 15 years of service
- d) Employee recognition events and programs
- e) Maximum of \$300.00 allowed towards a reception/light refreshments for the retirement or departure of an:
  - i. Elected Official serving in his/her capacity for at least 1 term
  - ii. Department Head who must be vested (8 years of service)
  - iii. Employee with 20 years of service or more

No reimbursement of sales tax will be allowed.

The amount allowed for use may never exceed the actual balance in the fund.

- 9. **WM-City of Hutto and Hutto ISD Fund**: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.
- 10. **Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

#### 11. Financial – General Procedures

- a) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.
- b) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or school districts, should be utilized as the rental of these facilities is often at little or no cost.
- c) All recruitment items purchased must comply with Article III, section 52 of the Texas Constitution. Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a "direct" public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.
  - i) Funds for recruitment items must be approved during the annual budget process.
  - ii) Items must not state the name of any individual, but instead the name of the county and/or department or office.
  - iii) "Give away" items such as pens, pencils, etc. should not exceed \$5.00 per item.

All purchases must follow procurement guidelines.

#### VI. PURCHASING – GENERAL PROCEDURES

1. Williamson County adheres to Texas Local Government Code and Williamson County Purchasing Policy. Williamson County Purchasing and Procurement Card (P-Card) policies are intended to provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing and P-Card

policies rests with the employee, supervisor, department head, or elected officials who certifies conformance to them.

2. The Williamson County Purchasing Manual, P-Card Manual, as well as other more detailed information directing specific purchasing procedures and processes, can be located on the SharePoint Purchasing Portal at: <a href="https://wilco365.sharepoint.com/purchasingportal">https://wilco365.sharepoint.com/purchasingportal</a>.

This site provides county departments access to:

- a. Policies, Procedures and Manuals
- b. Training Materials
- c. Forms
- d. Guides and other tools to assist in the purchasing process
- 3. The County Auditor's Office will audit P-Card Expense Reports monthly. Cardholder infractions will be addressed and may result in disciplinary action as recommended by the Purchasing Department and the County Auditor's Office. Actions may include:
  - a. Retraining
  - b. Reduction of credit limits
  - c. Suspension of account

#### Theft, fraud or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of violation.

4. Any questions related to compliance with intent of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

http://www.wilco.org/CountyDepartments/Purchasing

#### VII. <u>COUNTY VEHICLES</u>

- 1. It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county and utilizes a county owned vehicle during their workday, is required to return that vehicle to their primary work location following their assigned work shift, or to a secure location, preapproved by their department leadership. Elected Officials or Senior Directors may grant an employee the ability to take a County vehicle home for a specific occasion or an event, if it is in the business interest of the County to do so.
- 2. Approved positions for Take Home Vehicles

The following is an all-inclusive list of positions that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

#### A. Public Safety Personnel (required to commute in the vehicle)

- a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, Sergeants, Lieutenants, Commanders, Assistant Chiefs and Chief
- b) Each Constable and Deputy Constables
- c) Investigators in the District Attorney and County Attorneys offices
- d) EMS Division Commanders and Operation Commander, preapproval required by EMS Director
- e) The Fire Marshal Special Operations Chief, Asst. Fire Marshal and Special Operations Asst. Chief,
- f) Road and Bridge Director of Field Operations, (12) Senior Foremen and Foreman\*
- g) The Senior Director of Emergency Services, Director of Emergency Management and the Deputy Director of Emergency Management
- B. On Call Vehicle Rotation Only (note out of County miles, if approved)
  - a) On call Crime Scene Employees
  - b) On call Animal Control Employees
  - c) Two Facilities Maintenance Employees\*
  - d) One Hazmat Special Operations Captain
  - e) Wireless Communications Tower Technician(s)
- \* Positions listed in Section A and B may be taxed on vehicle usage. Please reach out to the Auditor's Office for more information.
- 3. The Senior Director of Emergency Services, the Sheriff, and the Senior Director of Infrastructure, have the discretion to assign a vehicle to an appropriate member of their department to facilitate a specific response to emergency scenes or events, on a case by case basis, where the resources are requested and needed. This shall only be done in times of high risk, high probability events, or during scheduled special "large scale" events where response is likely. This assignment shall be tracked and reported to the Commissioners Court.
- 4. The following list of emergency response personnel has been exempted from the out of county policy for take home vehicles by the Commissioners Court. The list will not be expanded, and exemptions are not transferable due to a vacancy, unless approved by the Commissioners Court.

#### **Sheriff's Office**

- S. Zion
- D. Garrett
- W. Steffen
- J. Guinn
- J. Foster

#### Constable Pct. 2

#### M. Villarreal

The individuals below are authorized use of a take home vehicle only when designated as "on call".

- J. Sapien
- J. Helm
- 2. A County Fleet Committee has been established to oversee fleet performance, assets and compliance to policies and procedures.
  - A. Duties include but are not limited to the following:
    - Review of annual fleet solicitations
    - Updates to fleet policies and procedures
    - Review, reporting and recommendations regarding accidents
    - Right sizing county fleet with emphasis on efficiencies
    - Standardization of countywide Fleet
  - B. The Fleet committee is comprised of the following:
    - Budget Office
    - Constable representative (selected by Constables)
    - County Judge (Chair)
    - Emergency Services Department
    - Fleet
    - Juvenile Services
    - Risk Management
    - Infrastructure
    - Purchasing
    - Sheriff's Office
    - Auditor's Office (non-voting member)
- C. A County Fleet Committee will review fleet policies and purchase requests and make recommendations for budgeting purposes. The Purchasing Department shall coordinate the annual vehicle solicitation each summer with the goal of issuing all vehicle purchase orders for the upcoming fiscal year in the first week of October to expedite delivery. Only those vehicles approved during the budget process shall be purchased.
- D. All accidents involving County vehicles and equipment must be reported to the Risk Manager in the Commissioners Court Department to ensure appropriate claims processing, including any corrective action taken. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable. Also, new vehicles, equipment, and buildings must be reported to the Risk Manager immediately in order to ensure that proper insurance coverage is in place.

#### VIII. <u>CELL PHONE POLICY</u>

Williamson County may purchase/lease cell phones for departments in the county that deal with sensitive data or for security reasons, example law enforcement, and provide cell phone service for individual use. The departments should have this money approved and budgeted in line item 004209. For the majority of County employees, a Stipend Policy has been implemented and is laid out below. These dollars are approved and budgeted in line item 001109.

#### **Procedures for the Stipend Policy**

- 1. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full-time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.
- 2. Five levels of cell phone stipends will be established:

```
$10.00 Per Month – ($5.00 per pmt)
$15.00 Per Month - ($7.50 per pmt)
$20.00 Per Month – ($10.00 per pmt)
$25.00 Per Month – ($12.50 per pmt)
$30.00 Per Month – ($15.00 per pmt)
```

- 3. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.
- 4. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.
- 5. Expenditures over the allowed stipend will not be reimbursed.
- 6. An approved cell phone stipend will not follow an employee if the employee changes positions.
- 7. Each department head or elected official is responsible for verifying and monitoring that their employees receiving a cell phone stipend have obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service, if requested. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

8. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

#### IX. COMMISSIONERS COURT

WHEREU	PON M	IOTION	MADE	AND	SECON	DED, 1	the (	ORDER	ADOPTING	THE
AMENDE	D WILI	LIAMSO	N COUN	TY B	UDGET (	ORDEI	R wa	s passed	on a vote of _	_ for
and aga	inst on t	the	of Octob	er 202	4.					

This order designates the Commissioners Court will meet on Tuesdays each month.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

	Attest:
Bill Gravell, County Judge	Nancy E. Rister, County Clerk

**Meeting Date:** 10/01/2024

EMS Medical Direction 5th Amendment. **Submitted By:** Michael Knipstein, EMS

**Department:** EMS

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action to approve the Fifth Amendment to the Williamson County Professional Services Agreement for Medical Direction of EMS with Scott & White Clinic and authorizing the execution of the Amendment.

#### **Background**

This is the fifth amendment to the original agreement approved in 2011 with the increase in consideration amount for Medical Direction for Williamson County EMS. The original PSA was approved by Commissioners Court on October 04, 2011, Item no. 27. This amendment was approved by legal and funding was approved and budgeted for the current fiscal year. Funding Source is 0100-0540-004100.

#### Missing Custom Expenditures Program, please contact Destiny Software

#### Fiscal Impact

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

#### **Attachments**

#### Agreement

#### Form Review

Inbox Reviewed By Date

 Hal Hawes
 Hal Hawes
 09/19/2024 05:50 PM

 County Judge Exec Asst.
 Becky Pruitt
 09/23/2024 12:39 PM

Form Started By: Michael Knipstein Final Approval Date: 09/23/2024

Started On: 09/19/2024 03:36 PM

# FIFTH AMENDMENT TO WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTION OF EMERGENCY MEDICAL SERVICES

THIS FIFTH AMENDMENT TO THAT CERTAIN WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT FOR MEDICAL DIRECTION OF EMERGENCY MEDICAL SERVICES, hereinafter "Fifth Amendment," is entered into effective as of the date of the last party's execution hereof, between Williamson County, Texas, a body corporate and politic under the laws of the State of Texas, hereinafter "County," and Scott & White Clinic, a Texas nonprofit corporation, hereinafter "S&W."

#### RECITALS

WHEREAS, County and S&W executed that certain agreement entitled Williamson County Professional Services Agreement for Medical Direction of Emergency Medical Services ("EMS"), hereinafter the "Agreement," which became effective as of October 8, 2011, and first amended January 29, 2015, second amended October 16, 2018, third amended January 25, 2022 and fourth amended October 18, 2022;

WHEREAS, it has become necessary to further amend the Agreement in order to increase the consideration to be paid by County to S&W;

NOW, THEREFORE, premises considered, County and S&W agree that the Agreement is amended as stated below:

#### **AGREEMENT**

- 1. Article V., Section A. of the Agreement shall be amended as follows:
  - Consideration. Beginning October 1, 2024, County agrees to pay S&W and S&W agrees to accept the total sum of <u>EIGHTEEN THOUSAND FIVE HUNDRED TWENTY-TWO AND 08/100 DOLLARS (\$18,522.08)</u> each month for the Services described herein. This monthly amount may be modified by mutual agreement of the parties at the beginning of each subsequent fiscal year of the County.
- 2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Fifth Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Fifth Amendment are the valid, binding and enforceable obligations of such party.
- 3. 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 parties hereto have caused this Fifth 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, TEXAS:
By:Williamson County Judge
Date:, 20
SCOTT & WHITE CLINIC:
By: Jun Sutt
Printed Name: Tim Bittenbinder, MD
Title: Chair, Scott & White Clinic Board of Directors
Date: September 16 , 2024
AGREED AS TO FORM AND SUBSTANCE:
MEDICAL DIRECTOR:
By: State No.
Printed Name: <u>Taylor Ratcliff, MD</u>
Date: September 18 , 2024

**Meeting Date:** 10/01/2024

**ACC Affiliation Agreement** 

Submitted By: Michael Knipstein, EMS

**Department:** EMS

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on approving the renewal of an affiliation agreement between Williamson County EMS and Austin Community College.

#### **Background**

This is a request for the renewal of an existing affiliation agreement with Austin Community College. This will allow students the opportunity and means to receive supervised experience in a professional setting under direct supervision of WCEMS qualified personnel during an EMS ride out.

#### Missing Custom Expenditures Program, please contact Destiny Software

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

#### Agreement

#### Form Review

Inbox Reviewed By Date

 Hal Hawes
 Hal Hawes
 09/24/2024 09:57 AM

 County Judge Exec Asst.
 Becky Pruitt
 09/24/2024 01:38 PM

Form Started By: Michael Knipstein Started On: 09/24/2024 07:40 AM

Final Approval Date: 09/24/2024

## EDUCATION AFFILIATION AGREEMENT FOR EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES

#### AND

#### AUSTIN COMMUNITY COLLEGE DISTRICT EMS PROFESSIONS

This Education Affiliation Agreement (hereinafter referred to as "Agreement") is between Williamson County, on behalf of Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and Austin Community College EMS Professions (hereinafter referred to as "ACC").

#### RECITALS:

ACC provides courses of study in emergency medical services to students enrolled in its Emergency Medical Technician program of study.

ACC desires program components that will provide to the students' clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to ACC for its Emergency Medical Technician program of study.

COUNTY and ACC desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

#### TERMS:

#### RESPONSIBILITIES OF ACC

- 1. ACC shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations. ACC will retain ultimate responsibility for the education and assessment of its students.
- 2. ACC instructors shall possess current and appropriate professional credentials or certifications, and ACC shall be responsible for the coordination and implementation of the program of study.
- 3. Services r ender ed by ACC instructors and students shall be without charge to COUNTY. ACC instructors and students shall not be responsible for the quality of patient or client care.
- 4. Neither ACC instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation, or workers compensation benefits.
- 5. ACC shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.
- 6. ACC shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. ACC shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

- 7. ACC shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. ACC shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue in the program.
- 8. Assure that all students assigned for Clinical have met, at a minimum, the immunization requirements established by the Texas Administrative Code, Title 25, Rule 97.64.
- 9. Assign to Clinical only students that have not been convicted of (including but not limited to) a felony, Medicaid fraud/abuse; excluded/suspended from participation in the Medicare or any Medicare program; convicted of abuse or neglect of patients/clients/customers; and are not registered sex offenders; and that have evidence of a negative ten-panel drug screen prior to the start of the initial clinical rotation.
- 10. During the term of this Agreement, A CC shall maintain a professional liability insurance policy with a limit of liability of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate that covers the activities of ACC'S students, employees, and faculty under this Agreement. A CC shall ensure that each current student, employee, and faculty member is individually insured under such policy in the above-stated amounts and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. ACC agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program, and to ensure that each employee or faculty member is covered by worker's compensation insurance while participating in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified to the satisfaction of COUNTY.

At no time shall the students be considered legal representatives, employees or agents of ACC or COUNTY. The students are not entitled to receive payment for services rendered, replace or substitute a COUNTY healthcare provider, or possess authority to enter into any form of agreement on behalf of ACC or COUNTY.

Except as set forth in this Agreement, each party is responsible for all acts and omissions of itself and its employees and neither party agrees to indemnify the other party for those acts or omissions. However, this provision does not constitute a waiver by any party of any right to indemnification, contribution, subrogation, or other remedy available to that party at law or in equity. Each party shall be legally and financially responsible for the acts and omissions of itself and its employees, directors, officers, representatives or agents and will pay all losses and damages attributable to such acts or omissions for which it is legally liable. This Agreement shall not be construed to create a contractual obligation for one party to indemnify the other party for loss or damage resulting from any act or omission of such other party or its employees, directors, officers, representatives or agents, nor to constitute a waiver by either party of any rights to indemnification, contribution or subrogation that the party may have by operation of law.

#### RESPONSIBILITIES OF COUNTY

- 11. COUNTY shall, on a space available basis, provide the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student coursework done on forms provided by ACC.
- 12. COUNTY shall provide an orientation session to inform students and ACC staff about the rules, regulations, policies, and procedures of the facilities.
- 13. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.
- 14. COUNTY shall notify ACC of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at an ACC credited facility. Representatives of ACC crediting agency for ACC shall be permitted to conduct inspections for purposes relating to ACC's accreditation.
- 15. COUNTY shall cooperate with ACC in matters relating to academic performance an d student conduct relating to course work performed under this Agreement.

- 16. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.
- 17. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.
- 18. In the event emergency care is required for an ACC student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

#### MUTUAL RESPONSIBILITIES

- 19. The Parties agree to designate a liaison for each program to do the following:
  - A Meet annually, or more often as needed, to schedule use of the facilities.
  - B. Meet on a per semester basis to set the number of students allowed to participate.
- C. Design and approve curriculum assignments as they affect the operation of the facility and as affected by ACC crediting standards.
- D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement.
- E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.
- 20. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of ACC, its employees, agents or students under this Agreement. ACC shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.
- 21. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein WCEMS Director PO Box 873 Georgetown, TX 78627 512-943-1264

And

Estrella Barrera, Ed.D., OTR, MOT Associate Dean Health Sciences Austin Community College District 6101 Highland Campus Drive Austin, TX 78752

#### ADDITIONAL TERMS

- 22. Compensation benefits for this Agreement shall include \$1.75/clinical contact hour per EMT student to be paid by ACC to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.
- 23. ACC acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual

assurances from ACC that ACC, its employees and agents, will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement.

- 24. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.
- 25. ACC instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each ACC instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.
- 26. ACC understands that COUNTY will comply with the Texas Public Information Act as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with is Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.
- 27. Assignment: This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.
- 28. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.
- 29. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal, or unenforceable.
- 30. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.
- 31. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.
- 32. The term of this agreement ("Term") starts on the Effective Date and lasts for one (1) year initially. It can be extended annually for up to four (4) additional years, not to exceed a total of five (5) years.
- 33. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.
- 34. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.
- 35. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.
- 36. The Parties will comply with applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement.
- 37. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.
- 38. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, <u>budgetary issues</u> or other urgent considerations. In the event of suspension, COUNTY shall give ACC written notification stating the date of suspension and the date on which participation is anticipated to resume.

Williamson County:	
Mike Knipstein WCEMS Director	9/24/2524 Date
Bill Gravell Williamson County Judge	Date
Austin Community College:	
Gaye Lynn Scott  Gaye Lynn Scott, Ed.D.	09/19/2024 Date
Vice Chancellor, Instruction	
Nina Almasy, DNP, RN, CNC	09/19/2024
Nina Almasy, DNP, RN, CNE Dean, Health Sciences	Date
Duby	09/19/2024
Don Gwynn Department Chair Emergency Medical Services Professions Austin Community College 6101 Highland Campus Drive	Date

Austin, TX 78752

#### ATTACHMENT A

#### RELEASE OF LIABILITY

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of A CC course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature:
Printed Name
Date:

#### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024

Approval of price increase for contract #23IFB99 EMS Medical Supplies for vendor Henry Schein, Inc for EMS

26.

Department

Submitted By: Cheryl Johnson, Purchasing

**Department:** Purchasing

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action on approving a price increase for contract #23IFB99 for EMS Medical Supplies for Henry Schein, Inc and authorizing the execution of the amendment.

#### **Background**

This is an approval request for a price increase for contract #23IFB99 for EMS Medical Supplies. Please see detailed information attached. Funding Sources: 01.0100.0540.003307, 01.0100.0540.003107, and 01.0100.0540.003200. The Department's point of contact is Kirk Becker. Form 1295 is not required due to vendor being publicly traded.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Price increase document

No 1295 is required

#### Form Review

Started On: 09/25/2024 01:45 PM

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 09/26/2024 09:05 AM County Judge Exec Asst. Becky Pruitt 09/26/2024 09:16 AM

Form Started By: Cheryl Johnson Final Approval Date: 09/26/2024



#### **Change Order Summary for Williamson County Contract**

Purchase/Contract Type:	Services	Department:	EMS	
Vendor Name:	Henry Schein, Inc		1 <del>-</del> 0	
Vendor Address:	1575 Aviation Cen	ter Pkwy #402 Daytona B	each, FL 32114	
Purpose/Intended Use of Product of	or Service (summary):			
23IFB99 IFB EMS Medical Supplies	(			
P.O./Contract Number:	23IFB99	Effective Date:		10-01-2024
Purchaser/Contract Specialist:	Cheryl Johnson	Expiration Date:		09-30-2025
Requested By:	Katie Bautista			05 50 2025
Detailed description of change in go	oods and/or service(s):			
Williamson County wishes to in				
1				
The signature of the Vendor is	on Exhibit B, Change	Request, attached that s	hows their agreem	ent to the terms of
this Change Order.				
Pricing for bid 23IFB99 for EMS Me	dical Supplies FY 25			
	a.ca. 5app.:c5 1 1 25.			
BY SIGNING BELOW, THE PARTIES A	GREE TO THE TERMS (	OF EXTENSION SET OUT H	EREIN	
Honga Colonia La				
Vendor TICHTY OCHEM INC		Williamson Co	unty, 710 Main St., Geo	rgetown, TX 78626
Tulia Stranga			,	,
Name JUHU OHOUNE		Dan A. Gattis		
Title Supervisor, EMS		Williamson (	County Judge	
		windinson (	ounty Judge	
Signature Julia Stra	aje	Signature		
Pate 9975/74	0			
DateIILSILT		Date		

## PRICING TEMPLATE

# SENSITIVE INFORMATION

Pricing for FY '25

	FIGURE 10111 23	J	
Account Name	Williamson County, IX		
20 #	2000271		
Bid #	23IFB99		
<b>Expiration Date</b>	9/30/2025		
Reference #	67660		
Renewal	2 Possible	L	
FSC	Joe Jefferies		
			Bid Sell I
HS#	Vendor Item #	Highest UOM Sold in	in high
1533144	RD610	CA	14.60
1531346	117M	Ç	56.25
5702219	600-8520	CA	24.00
1380951	5347430	ВX	43.75
1425360	00641625110	<del>B</del> *	191.5
1472358	63323058020	EA	
3759452	00641037625	CA	1030.0
6901420	BSOL05	CA	84.50
7020308	02-1081	CA	125.7
7020309	02-1083	CA	121.6
7020310	02-1084	€ <del>A</del>	118.0
4992556	MS-BP400	EA	
7020307	02-1082	CA	130.5
7000879	MS-91010	CA	160.0
6813809	8515	CA	21.12
1404322	70860030105	B*	<del>36.1</del> 6
1467703	55150042510	PK	
7020588	3683	CA	278.0
7004481	4180	CA	124.0
5078140	<del>US1150</del>	\$	100.0
1436293	72266011925	ВХ	25.25
1259275	SLN240	CA	112.8
1313289	63323006403	ВХ	57
1205576	1030TD	CA	17.25
7023083	403003012-220	S	62.40

	Trauma Dressing ID X30				מרה הימהמתמת	700000
	T 7 1011	17.25	17.25	CA	1030TD	1205576
	Magnesium Sulfate Inj SDV 2mL 50%	47.77	57.00	BX	63323006403	1313289
	Lancet Surgilance Safety Orange	116.25	112.80	CA	SLN240	1259275
	Ketorolac Injection SDV 2mL 30mg/mL	34.07	25.25	ВХ	72266011925	1436293
	Ultrasite Needle Free LF-84"		100.00	\$	<del>US1150</del>	5078140
	Bandage Shears Black 7.5	126.00	124.00	CA	4180	7004481
	Israeli Emergency Bandage 4"	278.00	278.00	CA	3683	7020588
	Diltiazem HCl Inj SDV 5mL 5mg/mL	36.25		PK	55150042510	1467703
	Diltiazem HCI Inj SDV 5mL 5mg/mL		<del>36.10</del>	8X	70860030105	1404322
Уd	Conforming Stretch Gauze Sterile 4"x3.6yd	21.12	21.12	CA	8515	6813809
	Instant Immobilizer Disp Adult	160.00	160.00	CA	MS-91010	7000879
	Blood Pressure Cuff L-Adult Blue	130.56	130.56	CA	02-1082	7020307
	Blood Pressure Unit Infant	6.85		EA	MS-BP400	4992556
	Blood Pressure Cuff Infant Blue		118.08	₽	02-1084	7020310
	Blood Pressure Cuff Child Blue	121.68	121.68	CA	02-1083	7020309
	Blood Pressure Cuff Adult Blue	125.76	125.76	CA	02-1081	7020308
	Betadine Solution 10%	99.39	84.50	CA	BSOL05	6901420
	Diphenhydramine Inj SDV 1mL 50mg	1052.40	1030.00	CA	00641037625	3759452
1	Atropine Sulfate Inj MDV 20mL 0.4mg/mL	192.04		ΕA	63323058020	1472358
#			191.50	<del>8</del> *	00641625110	1425360
	Amiodarone HCl Inj SDV 3mL 50mg/mL	44.79	43.75	ВХ	5347430	1380951
	Alcohol Prep Pad Medium	24.00	24.00	CA	600-8520	5702219
	Infectious Waste Bag Red 30 Gallon	57.17	56.25	CA	117M	1531346
	Infectious Waste Bag Red 1 Gallon	14.80	14.60	CA	RD610	1533144
Line #	Description	Sell Price	MOU	UOM Sold in	Vendor Item #	HS#
		1st Renewal	in highest	Highest		
			Bid Sell Price			

	M-LNCS DCI Adult Reusable 3ft Sensor	150.33	142.23	EA	2501	4998777
	Jeny Lubindating Ste Folirack Sgill	00:40	25.50	9		
	revaluate of illidia Set Ceilbol. 3	L	80.03	CA	877	6814041
	levalhuterol Inhaler Solution 1 25mg/2ml		18 90	BX	00093414856	1339591
	l evalbuterol Inhaler Solution 0.63mg	4	18.30	BX	5517701	1381150
			17.55	ВX	5502943	1381259
	Ultrasonic Gel 2/3 oz		316.80	CA	01-01	7278209
	Pedi Clear Mask w/22mm Female		54.60	ВХ	1050502	7003403
	Cuff MQ Reusable Child 2-Tube	19.70	19.70	EA	REUSE-09-2MQ	1103152
	Cuff Reusable Infant 2-Tube	19.20	19.20	EA	REUSE-07-2MQ	1103003
	Triangular Bandage		81.60	CA	23040	4670483
	Self Adherent Bandage NS LF 1"x5yd Tan	48.60	48.60	CA	1127355	1127355
	Syringe Cath Tip Sterile 60cc		15.75	CA	AS115	1135195
	Luer Lock Syringe Only 3cc	82.08		Ç	309657	9870248
	Syringe w/o Needle LL Sterile 3ce		28,40	€ <del>A</del>	5702873	5702873
	Syringe Luer Lock 20cc		80.00	CA	6991	7005973
	Syringe Luer Lock 10cc		97.80	CA	6990	7005969
	Stethoscope Dual Head Black 22"		223.00	CA	05-12001	7020313
	Sterile Water USP 250mL Screw		41.76	CA	6260	7004596
	Sam Pelvic Sling Regular		1434.24	CA	PS301-OB-EN	4998847
	Sharps Shaft Pocket Shuttle 6 Needles		34.32	CA	4630	7004494
	Wall Enclosure for Sharps 2 & 5 QT		100.60	CA	85165H	8900605
	Sharps Container Counter Balanced SQT Translucent	٥	105.00	CA	8507SA	8904792
	Scalpel Safety Medicut Disp #11 ST	7.50	7.50	ВХ	4161	1158527
	Recuronium Bromide MDV 10mL 10mg/mL		4110	<del>BX</del>	66794022941	1435052
	Ring Cutter SS		5.21	EA	CH 352	3782372
	Prep Razors Disposable		87.50	CA	4251	1018612
	Dial Flowmeter w/Ohmeda Adapter	60.65	58.90	EA	7MFA1105	1060387
	OB Kit w/Umbilical Scissors		111.60	CA	1736	1088858
	Nitroglycerin Sublingual Tablet 0.4mg	11.25	11.25	ВХ	69339017441	1465729
	Nitroglycerin Sublingual Tablet 0.4mg		26.50	#	43598043611	1328659
Line#	Description	Sell Price	MOU	UOM Sold in	Vendor Item #	HS#
		1st Renewal	in highest	Highest		
			BIG Sell Price			

#### Henry Schein, Inc.

#### Form 1295

Based on new changes to this 1295 form, no interested parties are needed for publicly traded companies. Those parties are already public knowledge and can be obtained elsewhere.

Henry Schein is Headquartered in Melville, N.Y., Henry Schein has operations or affiliates in 32 countries. The Company's sales reached \$12.4 billion in 2021 and have grown at a compound annual rate of approximately 12.5 percent since Henry Schein became a public company in 1995. For more information, visit Henry Schein at www.henryschein.com.

Annual Reports can be found on the link below:

Proxy & Annual Reports - Henry Schein

#### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024

Approval of Purchase for Election Equipment for Express Vote from Election Systems and Software, LLC for Elections

27.

Submitted For: Joy Simonton Submitted By: Barbi Hageman, Purchasing

**Department:** Purchasing

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on approving purchase #2024306 of Election Equipment for Express Votes from Election Systems and Software, LLC for the Williamson County Elections Department, in the amount of \$326,400.00, pursuant to Texas Buyboard contract #710-23.

#### **Background**

Approval of this purchase will support the operations of the Williamson County Elections Department. This purchase is for DS300 Poll Place Scanner & Tabulator, DS300 Ballot Box and other necessary equipment as outlined in the attached Sales Order Agreement. This purchase has been approved by Legal, Contract Audit, Information Systems and Budget. This expenditure will be charged to budget line 01.0378.0378.005742 per FY25 budget. Origination # 638. Department contact is Bridgette Escobedo.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

ES&S Quote Form 1295

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 09/25/2024 08:27 AM County Judge Exec Asst. Becky Pruitt 09/26/2024 08:54 AM

Form Started By: Barbi Hageman Started On: 09/24/2024 08:28 AM

Final Approval Date: 09/26/2024



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

## Sales Order Agreement

### **Texas BuyBoard Contract #710-23**

				Б.О. #	: <u>3420</u>		
			1st	Election Date	: November 5, 2	2024	
			Estimated	Delivery Date	: September 20	24	
	Customer Contact, Title:	Bridgette Escobedo	F	Phone Number	: <u>512-943-1622</u>		
	Customer Name:	Williamson County, Texas		Fax Number	: <u>N/A</u>		
	of Sale:  ✓ NEW of Equip: ✓ NEW	☐ REFURBISHED					
Bill To	o:		Ship To:				
	amson County, Texas		Williamson County, Texas				
	jette Escobedo		Bridgette Escobedo				
	S.E. Inner Loop - Suite 104		301 S.E. Inner Loop - Suite 104				
Geor	getown, TX 78626		Georgetown, TX 78626				
	<u>ltem</u>	<u>Descr</u>	<u>ription</u>	<u>Qty</u>	<u>Price</u>		<u>Total</u>
1	DS300	DS300 Poll Place Scanner and Tabulator: Model DS300 Scanner with Internal Backup Ba Memory Device - Version 6.3.0.0.	nttery, Paper Roll, and One (1) Standard 4GB	5	\$5,995.00		\$29,975.00
2	DS300	DS300 Ballot Box with Power Supply and AC C	ord	5	\$995.00		\$4,975.00
3	ExpressVote BMD	ExpressVote Universal Voting System:  ExpressVote BMD with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device - Version 6.3.0.0		100	\$3,660.00		\$366,000.00
4	DS300	Equipment Installation		5	\$130.00		\$650.00
5	ExpressVote BMD	Equipment Installation		100	\$120.00		\$12,000.00
6	Shipping	Shipping & Handling		1	\$5,900.00		\$5,900.00
				Orde	er Subtotal	\$	419,500.00
	Freight Billable: yes	✓ no □		Custome	er Discount		(\$93,100.00)
				Or	der Total	\$	326,400.00
	Chris Moody						
	Regional Sales Manager	09/23/2024	Custo	omer Signature			Date
	V.P. of Finance			Title			

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Sep 24 2024 Time: 10:45 am

Reviewed by Contract Audit SARA GREER, CGAP Contract Auditor Williamson County Auditor's Office Date: Sep 24 2024 Time: 6:50 am

Payment Terms	100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoice.	
	Invoices are due net 30 from invoice date.	
	Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.	
Warranty Period (Years):	One (1) Year from Equipment Delivery	

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

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

SEE GENERAL TERMS

#### Definitions:

All capitalized terms used, but not otherwise defined, in these Hardware Purchase and Software License Terms ("General Terms") or in an Exhibit shall have the following meanings:

- a. "Documentation" means any and all written or electronic documentation furnished or generally made available to Customer by ES&S relating to the ES&S Hardware and ES&S Software, including any operating instructions, user manuals or training materials
- "ES&S Firmware" means ES&S' proprietary software which is installed on the ES&S Hardware.
- c. "ES&S Hardware Maintenance Services" and "ES&S Software License, Maintenance and Support Services" means those services described on <a href="Exhibit A.">Exhibit A.</a>
- d. "ES&S Software" means the ES&S Software and ES&S Firmware as set forth on the front side of this agreement.
- "ES&S Hardware" means ES&S's proprietary vote tabulation hardware set forth on the front side of this Agreement.
- f. "Software" means ES&S Software and Third-Party software.
- g. "Third-Party Items" means hardware, equipment and software manufactured and developed by parties other than ES&S.
- 2. Hardware Purchase and Software License Terms. Subject to the terms and conditions of this Sales Order Agreement ("Agreement"), ES&S agrees to sell and/or license, and Customer agrees to burchase and/or license, the ES&S Hardware and ES&S Software described on the front side of this Agreement. The payment terms for the ES&S Hardware and ES&S Software are set forth on the front side of this Agreement. The consideration for ES&S 'grant of the license during the Initial License Term for the ES&S Firmware is included in the cost of the ES&S Hardware.
- a. <u>Hardware Purchase.</u> Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Hardware. Title to the ES&S Hardware shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Hardware.
- b. Grant of Licenses. Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and the Documentation in the Jurisdiction while Customer is using the ES&S Hardware and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Hardware and solely for the purposes of defining and conducting election and tabulating and reporting election results in the Jurisdiction.
- <u>Prohibited Uses.</u> Customer shall not take any of the following actions with respect to the ES&S
  Software or the Documentation:
- Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing
  or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third
  party without ES&S' prior written consent;
- c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent;
- d. Cause or permit any review, testing, examination, or audit of the ES&S Software without ES&S' prior written consent; or
- e. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.
- 4. <u>Term of Licenses.</u> The licenses granted in Section 2(b) shall commence upon the delivery of the ES&S Software described in Section 2(b) and shall continue for a **one** (1) **year period** (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. The license terms for any License Renewal Term shall be set forth on Exhibit A. ES&S may terminate any of the licenses granted hereunder if Customer fails to pay the consideration due for, or breaches Sections 2(b), 3, or 9 with respect to, such licenses. Upon the termination any of the licenses granted in Section 2(b) for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.
- 5. <u>Updates.</u> During the Initial License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule solely defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the ES&S Hardware which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates

to the ES&S Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If Customer requests installation of an Update at a time other than a regularly scheduled preventative maintenance event, then Customer shall execute and deliver to ES&S a purchase order therefore and ES&S shall charge Customer accordingly for such installation. ES&S shall also charge Customer at its then-current rates to; (i) train Customer on Updates, if such training is requested by Customer and (iii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all ES&S Tabulation Software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

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

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

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

#### Warranty.

- а ES&S Hardware/ES&S Software. ES&S warrants that for a one (1) year period (the "Warranty Period"), it will repair or replace any component of the ES&S Hardware or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, protective coatings, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. The Warranty shall not include the repair or replacement of any ES&S Hardware due to cosmetic damages, including, but not limited to, screen cracks, scratches, dents and broken plastic or any defects resulting from normal wear and tear. ES&S has no obligation under this Agreement to assume the obligations under any existing or expired warranty for a Third-Party Item. Any repaired or replaced item of ES&S Hardware or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Hardware or ES&S Software will become the property of ES&S. This warranty is effective provided that (I) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the ES&S Hardware or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (III) the ES&S Hardware or ES&S Software to be repaired or replaced has been maintained or repaired by an individual other than an authorized representative of ES&S (IV) the ES&S Hardware or ES&S Software to be repaired or replaced has not been used, displayed, disseminated, transferred, loaned, disassembled, dismantled, modified, and/or tampered with by a third party without ES&S prior written consent (V) the ES&S Hardware or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots, use which is not in accordance with the Documentation or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (VI) Customer has installed and is using the most recent Update provided to it by ES&S. This warranty is void for any units of hardware which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Upon expiration of the Warranty Period, Customer shall be entitled to receive Hardware Maintenance and Software Maintenance and Support Services, the terms of which are set forth on Exhibit A.
- D. Exclusive Remedies/Disclaimer. IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY HARDWARE, SOFTWARE, THIRD-PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH REPECT TO THE SYSTEM PURCHASED, LEASED, RENTED

#### AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

- 8. <u>Limitation Of Liability.</u> Neither party shall be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Hardware or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.
- 9. **Proprietary Rights.** Customer acknowledges and agrees as follows
- ES&S owns the ES&S Software, all Documentation provided by ES&S, the design and configuration of the ES&S Hardware and the format, layout, measurements, design, and all other technical information associated with the ballots to be used with the ES&S Hardware. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Hardware, the ES&S Software, the Documentation, and ballots that are provided, and all permitted copies of the foregoing.
- 10. <u>Termination.</u> This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.
- 11. Excusable Nonperformance. Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.
- 12. Notice. Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or email address set forth on such signature page unless other names or addresses are provided by either or both parties in accordance herewith.

#### 13. Disputes.

- a. <u>Payment of Undisputed Amounts.</u> In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due to ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.
- b. Remedies for Past Due Undisputed Payments. If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.
- 14. Assignment. Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.
- 15. Compliance with Laws. ES&S warrants to Customer that, at the time of delivery, the ES&S Hardware and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Hardware and ES&S Tabulation Software, including all components will be provided to Customer with a hardened network in accordance with the guidelines of the United States Election Assistance Commission. Customer agrees to be solely responsible for any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's failure to maintain the ES&S Software in the hardened network or allows any internal or external access to the hardened network.
- 16. <u>Voting System Reviews.</u> In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Hardware licensed and sold hereunder, Customer shall be responsible for:
- (i) Customer's pro-rata share of such Review costs;
- (ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Hardware and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any Third-Party Items that are required in order for the ES&S Hardware and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified:

Customer's pro-rata share of the costs included under subsections 16(ii) and 16(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement.

- 17. Certification. By execution of this Agreement, ES&S represents and warrants that:
- a) In accordance with Texas Government Code § 2270, ES&S does not boycott Israel currently and will not boycott Israel during the term of this Agreement; and
- b) In accordance with Texas Government Code § 2252, that, at the time of the execution of this Agreement and for the duration of the term of this Agreement and any renewal terms, ES&S is not entered on the list prepared pursuant to Section 2252.152 of the Texas Government Code by the Texas State Comptroller of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- 18. <u>Customer Enhancements.</u> In the event that Customer requests any future enhancements of the ES&S Hardware and/or ES&S Software ("Enhancements"), such requests shall be submitted in writing to ES&S. ES&S will evaluate each of the Enhancements to determine if any of such Enhancements are technologically feasible, commercially reasonable and consistent with ES&S's security protocol and procedures. In the event that ES&S determines that any of such Enhancements meet the foregoing requirements, then ES&S shall prepare a scope of work which shall include an estimated timeline and the estimated costs for design, development, testing, certification and implementation of such Enhancements (the "SOW"). ES&S shall provide the SOW to Customer for review and written approval. After ES&S's receipt of written approval of the SOW by Customer, ES&S shall prepare a written change order for Customer's execution. ES&S shall solely own and retain any and all intellectual proprietary rights in any Enhancements developed and provided to Customer.
- Entire Agreement. This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form, or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software, and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software, or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8-9, 12, 13(b), 14-16, and 19 of these General Terms shall survive any termination or expiration of this Agreement, to the extent applicable.
- 20. **No Waiver of Sovereign Immunity or Powers.** Nothing in this Addendum shall be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners, or the Williamson County Judge.

## ES&S HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES (POST-WARRANTY PERIOD)

#### ARTICLE I GENERAL

- Term; Termination. This Exhibit A for ES&S Hardware Maintenance and Software 1. License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Post-Warranty Term"). Upon expiration of the Initial Post-Warranty Term, this Exhibit A shall automatically renew for an unlimited number of successive One-Year Periods (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Initial Post-Warranty Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the ES&S Hardware Maintenance Services contemplated hereunder, (d) the date on which the ES&S Hardware or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(b), 1(c) or 1(d) above.
- Fees. In consideration for ES&S' agreement to provide ES&S Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the ES&S Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Post-Warranty Term. The Hardware Maintenance and Software License. Maintenance and Support Fees for the Initial Post-Warranty Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 10% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for any Add-On units or New Products during the Initial Post-Warranty Term or any Renewal Period thereof, ES&S will charge incremental Software License, Maintenance and Support Fees for any Add-On units or New Products purchased by Customer at the thencurrent applicable rates at the time.

#### ARTICLE II HARDWARE

- 1. <u>Maintenance Services.</u> The ES&S Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S Hardware set forth on <u>Schedule A1</u> (the "Products") shall be subject to the following terms and conditions:
  - a. Routine Maintenance Services. An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services". Routine Maintenance Services shall be provided once each **Twelve**

(12) Months during the Initial Post-Warranty Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Initial Post-Warranty Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the ES&S Hardware Maintenance Services.

#### b. Repair Services.

- i. <u>Defects Under Normal Use and Service</u>. If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.
- ii. <u>Defects Due to Customer Actions or Omissions.</u> If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S' prior written consent, (3) accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots or use that is not in accordance with instructions or specifications furnished by ES&S or (4) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.
- iii. <u>Timing.</u> The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on <u>Schedule A1</u>.
- iv. <u>Loaner Unit.</u> At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

- Exclusions. ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item: (ii) repair or replace Product components that are consumed in the normal course of operating the Product. including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"), or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for ES&S Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide ES&S Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for ES&S Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.
- d. <u>Sole Provider; Access.</u> Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Post-Warranty Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide ES&S Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all ES&S Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.
- e. <u>Environmental Conditions.</u> Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.
- f. Reinstatement of ES&S Hardware Maintenance Services; Inspection. If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving ES&S Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any ES&S Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice, therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any ES&S Hardware Maintenance Services with respect to such Product(s).

#### ARTICLE III SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

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

- 2. **Updates.** During the Initial Post-Warranty Term, or any renewal or extension thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms. Unless otherwise agreed to by the parties, and subject to Customer's prior execution of a purchase order therefor, ES&S shall install ES&S Firmware Updates in accordance with Section 5 of the General Terms. ES&S shall install such ES&S Firmware Updates in conjunction with a scheduled Routine Maintenance Services event provided Customer is subscribing to and has paid for ES&S' hardware maintenance services which include Routine Maintenance Services. Customer shall pay ES&S to install all ES&S Firmware Updates which are requested to be installed outside of a scheduled Routine Maintenance Services event or in the event the Customer has not subscribed to ES&S' hardware maintenance services which include Routine Maintenance Services. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates.
- 2. Conditions. ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) use, modification, dismantling, or transfer to third party without ES&S' prior written consent, (c) accident, theft, vandalism, neglect, abuse, liquid contact or use that is not in accordance with the Documentation, (d) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (e) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (f) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software and/or Third-Party Items or any services required in order to replace the same as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.
- 4. **Proprietary Rights.** ES&S shall own the entire right, title, and interest in and to all corrections, programs, information, and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information, and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.
- 5. Reinstatement of Software License, Maintenance and Support. If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Post- Warranty Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

#### Schedule A1 Pricing Summary

Sale Summary:			
Description	Refer To	Amount	
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$14,575.00	
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$8,000.00	
Total Maintenance Fees for the Initial Post-Warranty	\$22,575.00		

#### **Terms & Conditions:**

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

**Note 2**: Annual Post-Warranty License and Maintenance and Support Fees are not listed on Texas BuyBoard Contract # 710-23.

#### Note 3: Invoicing and Payment Terms are as Follows:

ES&S shall Invoice Customer annually for each year of the Initial Post-Warranty Term.

Payment is due before the start of each period within the Initial Post-Warranty Term.

#### **ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES**

Initial Post-Warranty Term: Expiration of the Warranty Period through the first anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee in Total
5	Model DS300 Scanner	Year 1	\$215.00	\$1,075.00
100	ExpressVote BMD	Year 1	\$135.00	\$13,500.00
	Total Hardwar f Initial Post	\$14,575.00		

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

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

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

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

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

- 1. Telephone Support.
- 2. Issue Resolution.
- 3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
- 4. Routine Maintenance Services.
  - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
    - o Service performed by an ES&S trained and certified technician.
    - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
    - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
    - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
    - o Use of a checklist tailored for each piece of ES&S Tabulation Hardware.
- 5. Repair Services.

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

#### 6. Priority Services.

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

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

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

Initial Post-Warranty Term: Expiration of the Warranty Period through the first anniversary thereof

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

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee in Total	
5	Model DS300 Scanner	Year 1	\$100.00	\$500.00	
100	ExpressVote BMD	Year 1	\$75.00	\$7,500.00	
	Total Firmware License, I f Initial Post	\$8,000.00			

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

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

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

# <u>Software License, Maintenance and Support and ES&S Hardware Maintenance and Support Services – Customer Responsibilities</u>

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

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

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.		CEF	OFFICE USI		
1	of business. ELECTION SYSTEMS & SOFTWARE, LLC Omaha, NE United States		2024	icate Number: -1214128 Filed:		
2	being filed.			09/13/2024 Date Acknowledged:		
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided 2024306 ES&S ExpressVote Equipment & Scanners/Elections	ity or state agency to track or identify ded under the contract.	the co	entract, and pro	vide a	
4	Name of Interested Party	City, State, Country (place of busine	ess)		f interest oplicable) Intermediary	
G	OVERNMENT SYSTEMS, SOFTWARE & SERVICES, INC.	Omaha, NE United States		X	- monnounary	
_						
			_			
			$\dashv$			
			$\dashv$			
			$\dashv$			
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is	, and my date of b	irth is _	1		
	My address is (street)	(city) (sta	te)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct					
	Executed in Douglas County	, State of Nebraska, on the	<u>3</u> da	y of Septemb (month)	ec, 20 <u>24</u> . (year)	
		Signature of authorized agent of contra	acting	business entity		
		(Declarant)				

FORM **1295** 

1 of 1

					1011
	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.		CE	OFFICE USE	
1	Name of business entity filing form, and the city, state and count	ry of the business entity's place		tificate Number:	
	of business. ELECTION SYSTEMS & SOFTWARE, LLC		202	24-1214128	
	Omaha, NE United States		Dat	e Filed:	
2	Name of governmental entity or state agency that is a party to the	e contract for which the form is	201	13/2024	
	being filed.				
	Williamson County, TX			e Acknowledged: 13/2024	
					• •
3	Provide the identification number used by the governmental enti description of the services, goods, or other property to be provided as a second of the services.		entity the	contract, and prov	ide a
	2024306 ES&S ExpressVote Equipment & Scanners/Elections				
	E3&3 Express vote Equipment & 3camers/Elections				
4				Nature of	
	Name of Interested Party	City, State, Country (place of	business)	<u> </u>	
				Controlling	Intermediary
G	OVERNMENT SYSTEMS, SOFTWARE & SERVICES, INC.	Omaha, NE United States		X	
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION		_		
	My name is	, and my da	ate 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	t.			
	Executed inCounty	/, State of o	n the	_day of	, 20
				(month)	(year)
		Signature of authorized agent of	of contracti	na husiness entity	
		(Declarant)		ing business endly	

#### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024

Approval of Rubrik Annual Maintenance Agreement from FreeIT Data Solutions, Inc. for Information Systems

**Submitted For:** Joy Simonton Submitted By: Barbi Hageman, Purchasing

**Department:** Purchasing

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement #202515 between Williamson County and Freelt Data Solutions, Inc. for multiple Rubrik subscriptions for the total amount of \$668,329.60, pursuant to the DIR contract #DIR-CPO-4696, and authorize the execution of the agreement.

#### **Background**

The approval of this agreement will benefit the Williamson County Information Systems and will allow the county the ability to back up and recover servers, storage, Office 365, and email. The attached quote details the purchase. Funding Source is 01.0100.0503.004500 as per FY25 budget. Origination #789. Budget, Contract Audit and General Council have approved. The department point of contact is Rory Tierney.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Freeit Quote Form 1295

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 09/26/2024 08:46 AM County Judge Exec Asst. **Becky Pruitt** 09/26/2024 08:50 AM

Form Started By: Barbi Hageman Final Approval Date: 09/26/2024

28.

Started On: 09/19/2024 02:08 PM



DATA SOLUTIONS

**Williamson County** 

Rory Tierney 301 SE Inner Loop, Suite 105 Georgetown, TX 78626

Ph: (512) 943-1457 rory.tierny@wilco.org

Contract No: TAX ID#: Term:

FOB:

DIR-CPO-4696

(\$732,248.84)

\$668,329.60

NET 30 Destination

Freeit Data Solutions, Inc.

P.O. Box 1572 Austin, TX 78767

Additional Discount:

Grand Total:

PH: (800) 478-5161 / FAX: (888) 416-0471

Expiration Date: 10/31/2024

Freeit Contact

Freeit Contact: (512) 818-9650

			(012) 010 3000	
Qty	Part Number	Description	Unit Price	Ext Price
Rubrik	Renewal			
Subscrip	otion			
2900	RS-UR-FE-MD-PE-PP	Rubrik Foundation Edition for M365 - Premium support Prepay	\$64.08	\$185,832.00
		Subscription Period: 10/24/2024 - 01/18/2026		
240	RS-BT-EE-PE-PP	Rubrik Enterprise Edition; per usable BETB; Premium support; prepay  Serial Numbers: AA203064120013, AA193964080050, AA190364080062, AA184864040127  Subscription Period: 10/24/2024 - 01/18/2026	\$1,375.87	\$330,208.80
500	RS-FT-BE-NDSB-PE-PP	Rubrik Data Security as a Service Business Edition for NAS; per FETB; Premium support; prepay  Subscription Period: 1/19/2025 - 01/18/2026	\$212.85	\$106,425.00
1500	RS-BT-CVA-PE-PP	Rubrik Cloud Vault - Archive; per BETB; Premium support; prepay	\$5.34	\$8,010.00
		Subscription Period: 1/19/2025 - 01/18/2026		
60	RS-FT-NDA-PE-PP	Rubrik NAS Direct Archive; per FETB; Premium support; prepay	\$165.68	\$9,940.80
		Subscription Period: 10/24/2024 - 01/18/2026		
60	RS-FT-NDA-PE-PP	Rubrik NAS Direct Archive; per FETB; Premium support; prepay	\$165.71	\$9,942.60
		Subscription Period: 10/24/2024 - 01/18/2026		
Support				
4	RS-HW-SVC-PE-S2	Support for R6000S-2 hardware, prepay; Premium support	\$4,492.60	\$17,970.40
		<b>Serial Numbers:</b> AA203064120013, AA193964080050, AA190364080062, AA184864040127 <b>Support Period:</b> 10/24/2024 - 01/18/2026		
			List Total:	\$1,555,791.01
		DIF	R Discounted Total:	\$1,400,578.44
		Shipping and	Tax not applicable:	\$0.00

Quote Number:

**Quote Date:** 9/11/2024

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-CPO-4696 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

FORM **1295** 

					1 07 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.		CE	OFFICE USE	
1	Name of business entity filing form, and the city, state and countr	ry of the business entity's p	lace Certi	ificate Number:	
	of business.		2024	4-1216878	
	Freeit Data Solutions, Inc. Austin, TX United States		Date	Filed:	
2	Name of governmental entity or state agency that is a party to the	contract for which the form	2014	9/2024	
-	being filed.	o contract for which the form			
	Williamson County		Date	Acknowledged:	
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provided		r identify the c	ontract, and pro	vide a
	202515 Freelt Q-153079642 Rubrik sppt for Servers, Storage, Office 3	365, and email			
4					f interest
	Name of Interested Party	City, State, Country (place	of business)		pplicable)
				Controlling	Intermediary
O	rchid, Wayne	Austin, TX United States	6	X	
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is _	, and m	y date of birth is	s	
	My address is 900 (street)	(city)	(state)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct	t.			
	Executed in Travis County	TX	19	<sub>day of</sub> Septem	nber, 24
	County	, State of TX	_, on the	(month)	(year)
			1		
		Signature of authorized		na vicinoss antiti	
		Signature of authorized ago (Declar		y business enuty	

FORM **1295** 

					1 0f 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	
1	Name of business entity filing form, and the city, state and coun	try of the business entity's pla		ertificate Number:	
	of business.		20	)24-1216878	
	Freeit Data Solutions, Inc. Austin, TX United States		Dá	ate Filed:	
2	Name of governmental entity or state agency that is a party to the	e contract for which the form		9/19/2024	
	being filed. Williamson County			ate Acknowledged:	
	Williamson County			9/23/2024	
3	Provide the identification number used by the governmental entidescription of the services, goods, or other property to be provided by the governmental entitles of the services of the servic		identify the	e contract, and pro	vide a
	202515 Freelt Q-153079642 Rubrik sppt for Servers, Storage, Office	365, and email			
4					f interest
•	Name of Interested Party	City, State, Country (place o	of business		oplicable)
				Controlling	Intermediary
0	rchid, Wayne	Austin, TX United States		×	
				•	
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is	, and my	date of birt	h is	
	•				
	My address is		,		·
	(street)	(city)	(state)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct	et.			
	Executed inCount	v. State of	on the	day of	20
	Count	y, State of	, जा गांट	day of (month)	
		Signature of authorized ager		cting business entity	

#### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024

Approval of Agreement for Cloud Subscription Software with TT Faster, LLC for Information Systems

Submitted For: Joy Simonton Submitted By: Barbi Hageman, Purchasing

**Department:** Purchasing

Agenda Category: Regular Agenda Items

#### Information

29.

#### Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement #202519 between Williamson County and TT Faster, LLC for Cloud Subscription Software for a term of five (5) years and shall automatically renew for successive one-year periods, for a total of \$122,096.47 pursuant to GSA Contract #:47QTCA23D0054, and authorizing the execution of this agreement.

#### **Background**

The approval of this agreement will benefit Williamson County Information Systems in supporting the Implementation of the Cloud Subscription Software. Funding source is 01.0100.0503.004100 per budget FY25. Origination # 784. The Department point of contact is Minnie Beteille.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Faster Addendum

Proposal

Form 1295 TT Faster

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 09/25/2024 03:16 PM County Judge Exec Asst. Becky Pruitt 09/26/2024 08:51 AM

Form Started By: Barbi Hageman Started On: 09/23/2024 11:16 AM

Final Approval Date: 09/26/2024

# COUNTY ADDENDUM FOR FASTER

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 COUNTY ADDENDUM FOR FASTER (hereinafter "Addendum") 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 TT Faster LLC (hereinafter "Service Provider"), both of which are referred to herein as the parties. Subject to the changes herein, the Parties have accepted the Service Provider Agreements ("Agreement"), and the following changes shall be incorporated as if part of the Agreement:

I.

<u>Incorporated Documents</u>: This Addendum constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated include the following:

- A. FASTER Asset Terms and Condition;
- B. FASTER Upgrade and Support Agreement;
- C. Cooperative Purchasing Agreement (GSA Contract #: 47QTCA23D0054); and
- D. This Addendum.

II.

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

III.

**Tax Exemption**: The Parties acknowledge that the County is a political subdivision under the

laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. 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.

No Waiver of Sovereign Immunity or Powers: Nothing in this Addendum shall be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless another party for any reason are hereby deleted.

V.

Non-Appropriation and Fiscal Funding. This Addendum is subject to the availability of funds. It is expressly understood and agreed that the County shall have the right to terminate this Addendum at the end of the County's fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may affect such termination by giving Service Provider written notice of termination at the end of its then-current fiscal year. Notwithstanding any other provision, such termination shall not constitute a default of the Addendum and shall be without penalty or further obligation to County.

VI.

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 Addendum, 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 Addendum 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.

VII.

<u>Venue and Applicable Law</u>: Venue of this Addendum shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

VIII.

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

### SIGNATURES TO FOLLOW

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:	TT FASTER LLC:
	Mitdel Skypr
Authorized Signature	Authorized Signature
	Mitchel Skyer/President
County Judge/Presiding Officer	Printed Name
Date:, 20	Date: September 19 , 2024

Date: Sep 19 2024 Time: 4:34 pm



Williamson County, TX

Quote #:

Quote Date: Aug 8, 2024

Quote Expires: Dec 31, 2024



# **FASTER Asset Solutions Quote and Proposal**



DBA / Webmaster/MCTS

Williamson County, TX

FASTER Asset Solutions is pleased to submit our proposal, Williamson County, TX-FASTER Web (GSA Contract #:47QTCA23D0054).

FASTER has been in business since 1982 and provides clients such as yourselves Fleet Management Information Solutions (FMIS). You have helped make FASTER the largest FMIS provider to city and municipal fleets in North America. Thank you!

We appreciate you considering a move to FASTER Web. Our robust cloud based FMIS.

FASTER is an Industry Leader for 3 key, strategic reasons:

#### FASTER has the Most Experienced Staff in the Industry:

Seventy percent of *FASTER*'s technical staff have been with the company for more than 10 years. No other vendor fields the level of responsive, industry knowledgeable, technical support staff as *FASTER*. This provides more efficient implementations, superior 24/7-365 support, and ultimately better system utilization and ROI.

#### FASTER Invests in the Long-Term:

For more than 40 years *FASTER* has continuously improved *FASTER* solutions across three generations of technology. *FASTER* Web™ is latest, cloud-based Fleet Management Information Solution and includes the ability to integrate easily with other software through API technology. Additionally, *FASTER* issues multiple new updates each year that include new features and improvements across multiple aspects of the solution.

#### **FASTER** is Product and Service Focused:

Likely the most important distinction of *FASTER* is the strategy of continually reinvesting in *FASTER* products, solutions, and staff. This has created a justifiable reputation within the *FASTER* Client base, Strategic Partners and beyond that *FASTER* has industry leading software and the most responsive and knowledgeable support team in the asset management space.

Thank you for the opportunity to earn your business. If there is any additional information we can provide, or questions we can answer, please let us know.

Sincerely,

Best Regards,

John Griffin

**FASTER Asset Solutions** 

Enterprise Sales Manager Direct 757.623.1700 ext 3034 Mobile: 205.515.2167 John.G@fasterasset.com

John Griffin

john.g@fasterasset.com



#### **FASTER Asset Solutions**

760 Lynnhaven Pkwy, Suite 203 Virginia Beach, VA 23452 United States

T: 4023055850

Quote #

Date Aug 8, 2024

Expires Dec 31, 2024

Contact John Griffin

**Prepared for** 

Williamson County, TX

3151 SE Inner Loop Georgetown, TX 78626 United States

T: (512) 943-3368 E: sgietz@wilco.org **ACCEPT QUOTE** 

# Williamson County, TX-FASTER Web (GSA Contract #:47QTCA23D0054)

### **FASTER Web Core**

#### **One-Time Fees**

Category	Item	Qty
LICENSE	FASTER WEB CORE LICENSE FEE (FWCLF)	1100
	FASTER WEB Core license fee per standard asset.	
	Standard assets are those originally valued at \$5,000 or greater and active).	
	<ul> <li>This includes one instance of the FASTER Web Application with one database.</li> <li>Unlimited user access (named accounts) included.</li> </ul>	
	10% Item Discount (\$8,690.00)	
	FASTER (Code: 001)	
SETUP /	Database Management & Setup Migrating Customer (DBMSMC)	1
Hosting	Establishment of one FASTER Web instance with a single Database. This setup includes the FASTER Web test environment that will be used during the entire implementation, all database configuration, testing, backup configuration, and validation. Includes 24x7x365 cloud database access. This same environment will be promoted to be the production environment at the time of Go-Live.	
	<ul> <li>Backups: Hourly database backups will be conducted to ensure consistent and recoverable backups of the database to restore from in the event of an emergency. Database Backups will be limited to 14 days of recoverability. Backups will also be sent daily to a secure, offsite location</li> </ul>	
	Faster Asset (Code: 620)	
	One-Time Subtotal \$88	,814.36

#### FASTER Web Add-On Solutions

(\$8,690.00)

Discount



#### I ASIER WEN AND OIL SOIGHOID

## **One-Time Fees**

Category	Item	Qty
Addon	Fuel Import - Single Vendor (Existing Customer) FuelMaster (FISVEC)	1
Modules / WEB	Single Vendor Fuel Import	
	This is a single vendor fuel import for an existing customer who has been live on a FASTER product for more than 6 months. The import includes 1 (one) of the following options:	
	<ol> <li>Import a new fuel vendor fuel transaction file.</li> <li>Import a new fuel file from your existing vendor.</li> </ol>	
	FASTER will conduct complete configuration and testing of the fuel file layout and export files (flat files) from the fuel system.	
	Site & Dispenser optional add on is available, if required, to the single vendor fuel import	
	Faster Asset (Code: 301)	
Addon	Dashboard (DB)	1
Modules / WEB	The Faster Dashboard provides easy access to an at-a-glance overview of key performance indicators and data for your organization. The FASTER Dashboard is designed to give fleets a way to monitor performance, communicate, and make quick decisions about their operations. It comes with 20 Key Performance Indicators (KPIs) charts within the Dashboard Add-on, which includes the 8 module landing charts available within FASTER Web which can also be accessed via the Dashboard for one convenient high level overview.	
	100% Item Discount (\$9,858.94)	
	FASTER (Code: 207nc)	
	One-Time Subtotal \$13,3	309.57

Discount (\$9,858.94)

# **FASTER Web Integration Add-Ons**

### **One-Time Fees**

Category	Item	Qty
Addon	Asset Meter Readings Import Optional	1
Modules / WEB	The solution is designed to import cumulative asset meter readings into your FASTER Web system as provided by your vendor. Any meter type supported by FASTER Web can be configured to import Miles, Hours, PTO, Engine Idle Hours, etc.	
	• Meters can be viewed for historical purposes in the Asset Module under the Meters, Warranties tab.	
	• The most recent valid meter reading will update the Meters Actual reading throughout the system.	
	Faster Asset (Code: 326)	



Category	Item	Qty
Addon	Asset Alert Import with Filtering and Mapping Optional	1
Modules / WEB	Diagnostic trouble codes (DTC), fault codes or issues found as a result of inspection imported as alerts directly into FASTER Web.	
	<ul> <li>Alerts are easily sorted and filtered to identify those that warrant a critical maintenance need and provide shop floor managers with the ability to receive, view and take immediate action.</li> </ul>	
	<ul> <li>Alerts are stored in the Assets module under the Asset Alert tab and in the Maintenance Module under the action Service Request &amp; Alerts for diagnostic or historical viewing.</li> </ul>	
	<ul> <li>Alerts are viewable in the Technicians Workstations when a technician is logged onto a specific repair.</li> <li>Fault code history may be viewed In the My Repairs Page.</li> </ul>	
	<ul> <li>Fault codes may be manually associated to a repair type and then a pending pair may be manually created in the Maintenance Repair section.</li> </ul>	
	<ul> <li>Details for alerts associated to a pending repair are viewable within the repair record.</li> </ul>	
	Alert Filtering and Mapping provides additional and separate functionality from the above by enabling Fleet Operations staff to map desired alerts to trigger:	
	Manually map an alert to a configurable repair description.	
	• Configure alerts so they trigger the creation of Pending Repairs.	
	<ul> <li>Set alerts to be imported as Service Items to be easily managed within Service Request &amp; Alerts action, under the section for Alerts.</li> </ul>	
	Sending a notification via email and or text.	
	<ul> <li>The mapping tool may be used to identify any alert which should NOT trigger any action. Non trigger alerts would only show up on the Alerts tab in the Asset module.</li> </ul>	
	<ul> <li>Simple interface to easily sort and filter for mapping to repairs.</li> </ul>	
	<ul> <li>FASTER can provide a reference to the SAE (Society of Automotive Engineers) codes for cross reference purposes for telematics codes as an optional add on.</li> </ul>	
	FASTER (Code: 328bbndl)	
	One-Time Subtotal	\$0.00

One-Time Subtotal \$0.00

# **FASTER Web Implementation**

### **One-Time Fees**

Category	Item	Qty
Professional	Migration Data Conversion (MDC)	1
Services / Data	The Migration Data Conversion Product is used for migrating data from FASTER Win to FASTER Web.	
Conversion	<ul> <li>Data Migration for FASTER Win Add-Ons are quoted individually and require an individual requirements scope</li> </ul>	
	<ul> <li>Data Migration for FASTER Win Customizations are quoted individually and require an individual requirements scope</li> </ul>	
	Faster Asset (Code: 408A)	

FASTER Asset Solutions - Quote # 2636 v4



Category	Item	Qty				
Professional	Migration Win to Web Reports	1				
Services / Report Writing	FASTER Win report(s), previously developed using Crystal Reporting Services, will be used as a template to build each corresponding report using the FASTER Web Reporting tool.					
	<ul> <li>Discounted cost reflects that no requirements, specification or approval process related to these reports is needed.</li> </ul>					
	• The stored procedure and RPT file will be used as a template and re-constructed for FASTER Web					
	• Report(s) are delivered at Soft Go-Live for customer testing.					
	<ul> <li>Reports will be transitioned without modification. Should customer request/require modifications FASTER will conduct a requirements reveiew and provide a cost for requested modifications.</li> </ul>					
	<ul> <li>Excel – Data Only option in FASTER Win requires a custom export for FASTER Web to ensure you get data export format is presented as desired</li> </ul>					
	<ul> <li>FASTER Web uses a structured database model which may result in slight modifications between FASTER Win and Faster Web reports.</li> </ul>					
	5% Item Discount (\$250.00)					
	Faster Asset (Code: 330m)					
	Win to Web Report Migrations: WMS3500 (330m1)					
	One-Time Subtotal \$24,1	43.58				

Discount (\$250.00)

# **FASTER Web Training**

### **One-Time Fees**

Category	Item	Qty
Training / Go	System Overview Meetings (SOM)	1
Live	System overview meetings take place via live, remote web-based sessions. Either one or two overview meetings are conducted depending on the number of participants and availability.	
	Faster Asset (Code: 511a)	
Professional	Configuration Training	1
Services / Training	Configuration Training takes place via live, remote, web-based sessions. Up to three sessions are scheduled based on number of participants, customer availability, and if account coding configuration training is required.	
	Faster Asset (Code: 511b)	
Professional	System Training/Go Live	1
Services / Training	On Site Training - Go Live	
· 3	Hands-on instructor led training at a single location for up to 20 attendees. Additional training sessions and instructors may be added at any time, if needed, up to 4 (four) weeks prior to go live date.	
	FASTER (Code: 512)	



Category	Item		Qty
Training / Go Live	Accounting & Vendor Module Go Live Training Class		1
	1.5 Hour live training session with in person on site trainer		
	FASTER (Code: 512e)		
Training / Go	Asset Module Go Live Training Class		1
Live	4 Hour live training session with in person on site trainer		
	FASTER (Code: 512a)		
Training / Go	Fuel Module Go Live Training Class		1
Live	1 Hour live training session with in person on site trainer		
	FASTER (Code: 512d)		
Training / Go	Inventory Module Go Live Training Class		1
Live	4 Hour live training session with in person on site trainer		
	FASTER (Code: 512c)		
Training / Go	Maintenance Module Go Live Training Class		1
Live	4 Hour live training session with in person on site trainer		
	FASTER (Code: 512b)		
Training / Go	Technician Module Go Live Training Class <sup>†</sup>		2
Live	2.5 Hour live training session with in person on site trainer		
	FASTER (Code: 512f)		
		One-Time Subtotal	\$14,627.90
Summar	у		

**ACCEPT QUOTE** 

\$140,895.41

(\$18,798.94)

\$122,096.47 USD

**One-Time Subtotal** 

**Total One-Time** 

Discount

<sup>†</sup> Non-taxable item

Please contact us if you have any questions.



#### Cost Breakdown

Category	One-Time Fees
LICENSE	\$86,900.00
SETUP / Hosting	\$1,914.36
Addon Modules / WEB	\$13,309.57
Professional Services / Data Conversion	\$19,143.58
Professional Services / Report Writing	\$5,000.00
Training / Go Live	\$11,419.34
Professional Services / Training	\$3,208.56
Discount	(\$18,798.94)
	+400 006 4T HCD

Total \$122,096.47 USD



- All sales subject to <u>FASTER Asset Terms and Conditions</u>.
- Standard agreement for recurring pricing model is 60 months.
- Cancellation of service prior to term expiration will result in an early termination fee equal to 85% of the recurring fees for the remaining term period.
- PAYMENT TERMS:
  - One Time Fees:
    - 30% Due at Purchase Confirmation
    - 30% Due upon completion of kickoff call and environment established
      - Kick off call is completed with the client, software environment installation and setup, initial group of logins are delivered to client.
    - 20% Due at System Overview
      - · Access to client resources for system operation provided, software use training session delivered.
    - 20% Due at Delivery of Converted Data and GO LIVE of software package
    - 100% of Annual Fees at Installation of *FASTER* Web. Any months remaining on *FASTER* Win support will be deducted from the first year's annual fee.

#### Legacy Data Preparation and Cleanup

FASTER Asset Solutions always recommends that customers confirm that all legacy system data is current, accurate, and in good order. Data maintained in good order from previous systems will not typically require any corrections and can be imported effectively and efficiently into the FASTER Web product without issue. In the event that there are legacy data issues that require correction by the customer, FASTER Web consultants will support those efforts for our customers by providing guidance and advice.

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.		CEF	OFFICE USE	
1	Name of business entity filing form, and the city, state and country of business.	y of the business entity's place		ficate Number: -1218373	
	TT FASTER LLC Virginia Beach, VA United States		Date	Filed:	
2	Name of governmental entity or state agency that is a party to the	contract for which the form is		4/2024	
	being filed.		Date	Acknowledged:	
	Williamson County		Date	Ackilowicugeu.	
3	Provide the identification number used by the governmental entity description of the services, goods, or other property to be provided		the co	ontract, and pro	vide a
	202518 Faster - FY25 Q-2636 v4 Cloud Implementation, Training, Data	a Migration			
4	Name of Intercepted Parks	City State County (along of busin	\		f interest
	Name of Interested Party	City, State, Country (place of busine	ess)	(cneck ap	pplicable) Intermediary
				Controlling	memediary
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)		ate)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct.				
			25th,	day of Septemb	er <sub>20</sub> 24
	County,	, on the		(month)	, 20 (year)
		dista			
		Signature of authorized agent of cont (Declarant)	tracting	business entity	

FORM **1295** 

1 of 1

					1011		
	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.		CF	OFFICE USE			
1	· · · · · · · · · · · · · · · · · · ·	ess entity filing form, and the city, state and country of the business entity's place			Certificate Number:		
	TT FASTER LLC		2024	4-1218373			
	Virginia Beach, VA United States		Date	Filed:			
2	Name of governmental entity or state agency that is a party to th	e contract for which the form is		4/2024			
_	being filed.						
	Williamson County			Acknowledged: 5/2024			
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided		y the c	ontract, and prov	ride a		
	202518						
	Faster - FY25 Q-2636 v4 Cloud Implementation, Training, Da	ita Migration					
4				Nature of			
	Name of Interested Party	City, State, Country (place of busin	ness)	(check ap			
				Controlling	Intermediary		
5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION						
	My name is	, and my date of	f birth is	S	·		
	My addrass is						
	My address is(street)	(city) (s	state)	(zip code)	(country)		
	I declare under penalty of perjury that the foregoing is true and correct	ot.					
	Executed inCounty	y, State of . on the		day of	, 20 .		
		, , , , , , , , , , , , , , , , , , , ,		(month)	(year)		
		Signature of authorized agent of cor (Declarant)	ntractin	g business entity			

#### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024

Approval of Amendment to contract #1289 with Heart of Texas Landscape and Irrigation for Parks Department

30.

Submitted By: Kerstin Hancock, Purchasing

**Department:** Purchasing

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action on authorizing the amendment for additional scope of work to the existing contract #T1289 for Landscaping for Williamson County Parks Department, with Heart of Texas Landscape & Irrigation Co., in the amount of \$1,320.00 per year and authorizing the execution of the amendment.

#### **Background**

The approval of this amendment for Heart of Texas Landscape & Irrigation Co. is to add additional scope of work and location as outlined in the existing contract for \$1,320.00 per year. This change amount is within the 25% change order guideline. Funding source 01.0100.0510.003541. Department point of contact is Russell Fishbeck.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Heart of Texas Addendum

Form 1295

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 09/26/2024 08:37 AM County Judge Exec Asst. Becky Pruitt 09/26/2024 09:15 AM

Form Started By: Kerstin Hancock Started On: 09/25/2024 01:25 PM Final Approval Date: 09/26/2024

# AMENDMENT TO WILLIAMSON COUNTY SERVICE AGREEMENT

Heart of Texas Landscape & Irrigation

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 AMENDMENT TO WILLIAMSON COUNTY SERVICE AGREEMENT ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Texas Landscape & Irrigation Co., Inc. ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Agreement, RFP T1289 Parks Landscaping, dated effective October 1, 2020 (the "Agreement"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

**WHEREAS,** the Parties desires to amend the Agreement to include an additional location to the scope of service.

**NOW THEREFORE**, the Parties agree that the Agreement is amended as follows:

#### **AMENDMENT**

- I. Section 1.6. <u>Landscape Specifications</u> of the Agreement shall be amended to include the work and location described in the attached Proposal being marked as Exhibit A.
- II. Each party represents and warrants that it has 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.
- III. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the 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:	TEXAS LANDSCAPE & IRRIGATION CO., INC.
Authorized Signature	Authorized Signature
County Judge/Presiding Officer	Dushin Finels Printed Name
Date:	Date: $\frac{9/23/24}{}$

# Exhibit "A" Proposal



Proposal Date: 9/9/2024

# www.hotlandscape.com

Williamson Co Parks Dept Faith Missionary Baptist Church

				PROPOSAL		
	This proposal	is based on _	22	_trips per yea	r on the followin	ng schedule:
	January February March April	0 1 2 3	May June July August	3 2 2 2	September October November December	2 3 2
areas	to be mowed; (2 e chemically trea	) Mow primary	/ lawn areas (3	B) Edge and we	ed eat all walks,	operty: (1) Pick up litter on , curbs, and drives; up debris caused by
Perioc					e the services ar	nd frequencies indicated: for best turf
Х	Mow grass are	eas designated	by client,	<u>22</u>	times.	
	Shear shrubs a	and ground co	ver as needed			
	Weed and edg	ge beds				
X	Addendum At	tachment "A"	attached.			
	Irrigation Che	ck - Quarterly				
	Winter Rye Gr	ass				
		Alla	additional serv	ices will be pe	erformed with a	n approved estimate
	Annual Price:	\$1,320.00	Іо Тах		Mo	onthly Price: \$110.00 No Tax
		**:	PEF	PRESENTATIVE I	NITIALS ACKNOW	/LEDGING PRICE
	77			200000		formation or desire a revision in this proposal. If you adicate your acceptance by your signature.
DATE				_	DATE	W.
OW/N	FR/REDRESENT	ΔTIVE			HEART OF TE	YAS LANDSCAPE & IRRIGATION CO. INC.

1 of 5



### **ATTACHMENT "A"**

Other services included in contract or available upon request:

	t.  des, we only treat the pest as the pest becomes prevalent  ease sulfur coated urea fertilizer with iron, sulfur & zinc trace elements. A
2) Shrubs and trees are fertilized in the spring	if fertilizer is included in the contract. (see page 1)
3) Post emergent herbicides in turf, beds, or cu	urb and gutter upon request for an additional charge
4) Disease or insects on turf, shrubs, or trees w	vill be treated upon request for an additional charge
5) Mistletoe removal or treatment is not include	ded.
6) Sucker removal and crape myrtle pods that	can be reached from the ground, up to eight feet, <u>are</u> part of shrub trimmings.
7) Fall leaf removal will occur when majority of majority of trees have dropped.	f trees have dropped. Oak leaf removal in late February-early March when the
8) Fire ant baits & powder will be charged out	per container upon request.
9) All other services will be performed based o	n an approved estimate.
10) Tree trimming up to eight feet is included in will be upon request for an additional charge.	n the contract. Any tree trimming over eight feet
11) Perennial cut backs will be performed in W Valentine's Day.	inter after the first freeze. Roses will be cut back after
Your signature below indicates that you have read the i of Texas:	nformation and have understood the scope of services to be provided by Heart
	9/23/24
DATE	DATE
OWNER/REPRESENTATIVE	HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC.



CONTRACT
(Including Proposal, Attachment "A", page 3 of Contract, and Monthly Service Breakdown)

the "Contractor," and the "Client" whose address is whose address is "	i
2) The services specified in this contract will be completed in a workmanlike manner as near to the scheduled day as possible. However, the Contractor shall not be responsible or liable for, nor shall this contract be voided by interruptions and delays caused by Acts of God, bad weather, strikes, lockouts, or any other event beyond the control of the Contractor. This does not relieve the Contractor of resuming the services as soon as conditions permit, nor does it relieve the Client of prompt payment of the regular monthly installments as billed.	
3) The Contractor hereby agrees to provide workers compensation insurance, unemployment compensation and any other insurance required by law, as well as general liability and property damage coverage. The Contactor hereby also hereby agrees to collect and pay promptly all employees withholding and FICA taxes and hold the Client harmless in this matter when all due payments due to the Contractor have been made. The Contractor hereby agrees to use all products utilized providing the services called for in this contract in accordance with labeled instructions. The Contractor does not in any way warrant the fitness of the goods supplied under this contract and expressly disclaims all express or implied warrantees of merchantability or fitness of any good or service supplied under this contract	r
4)The Client agrees to pay the Contractor at its address in Bell County, Texas such amount as is due and owing under the terms of this contract within (NET 30) days of the billing date. Acceptable forms of payment include cash, checks, money orders, debit cards, and credit cards (a credit card convenience fee will be applied). STARTING JULY 1ST 2019 – If paying by credit card a 3% convenience fee will be added to the total payment due. If paying by check or cash this convenience fee will not apply. A payment not postmarked by the due date will be considered late and a payment not received before the next billing date will incur service and finance charges at the rate of 1.5% per month (18% annually), or at the maximum rate allowed by law. Not withstanding the foregoing, the Client also agrees that should any payment not be made before the next billing date the Contractor may at his option ded are this contract terminated without further notice, cease all services and immediately invoice for work actually done. Failure to exercise said option at any given time does not void this contract nor does it prevent the Contractor from doing so at a later date	ı
5) This contract shall continue on an annual basis and will renew unless canceled on 30 day written notice along with payment for work actually done.  This contract is susceptible to an annual increase	
5) If the Gient wishes to cancel this contract within the initial 12 months, they may do so by submitting a 30 day written cancel ation letter and paying for remaining service visits on the contract. This can be calculated by dividing the annual service fee (taxind uded) by the annual service visit count	
the 1st of the month. The amount of "per trip" billing is determined by division of the annual cost by the number of trips annually. This monthly charge is determined by the number of trips made during the month of billing. The amount of "equal install ments" billing is determined by division of the annual cost by twelve.	
3) If it is necessary for the Contractor to place this contractin the hands of attorney for the purpose of collecting any amount past due and owing under the contract, the Client agrees to pay Contractor's reasonable attorney's fees, expenses and costs.	
ACCEPTANCE DATE:	
OWNER/REPRESENTATIVE HEART OF TEXAS LANDSCAPE & IRRIGATION CO. INC.	-



P.O. Box 1236 Belton, Texas 76513-1236

www.hotlandscape.com

Fax: 254-939-2629 Phone: 254-939-6795

### MONTHLY SERVICE BREAKDOWN

Service	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	Total
Mow	0	1	2	3	3	2	2	2	2	3	2	0	22
Weedeat	0	1	2	3	3	2	2	2	2	3	2	0	22
Edging	0	1	2	3	3	2	2	2	2	3	2	0	22
Blowing	0	1	2	3	3	2	2	2	2	3	2	0	22
Shrub Trimming						AS NE	EDED					E VI	0
Tree Trimming													0
Leaf Pickup												7.71	0
Fertilizer													0
Pre-emergent												12.14	0
Irrigation Check													0
Rye Overseed												Valle of	0
Perennial Cutbacks	POT TOTAL STREET					41.5	A. J	- 31					0

#### REPRESENTATIVE INITIALS ACKNOWLEDING SERVICE BREAKDOWN

List of additional services bid as needed or upon request (including but not limited to):

Post-emergent Herbicides (turf and bed weed treatment)

Tree trimming - over 8'
Insecticide/Fungicide
Aprification

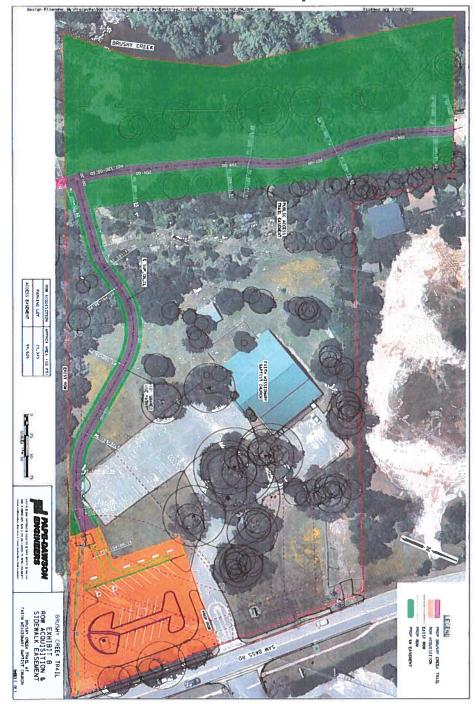
Aerification
Top-dressing

Fire ant treatment/bait

Mulch

Seasonal Color





5 of 5 RV 3/4/19

FORM **1295** 

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties.			OFFICE USE			
	Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CERTIFICATION OF FILING				
1	Name of business entity filing form, and the city, state and coun of business.	iness entity filing form, and the city, state and country of the business entity's place					
	Heart of Texas Landscape & Irrigation Co., Inc.	pe & Irrigation Co., Inc.					
_	Belton, TX United States			te Filed: /24/2024			
2	Name of governmental entity or state agency that is a party to the being filed.	ne contract for which the form is	, 109/	24/2024			
	Williamson County			te Acknowledged:			
				25/2024			
3	Provide the identification number used by the governmental ent description of the services, goods, or other property to be provided to the provided the services of the services.		lentify the	contract, and prov	vide a		
	RFP T1289						
	Lawn Maintenance						
4				Nature of	f interest		
	Name of Interested Party	City, State, Country (place of	business)		· · · · · · · · · · · · · · · · · · ·		
				Controlling	Intermediary		
5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION						
	My name is	, and my d	ate of birth	is			
		•					
	My address is		_,	- <sup>,</sup>	.,·		
	(street)	(city)	(state)	(zip code)	(country)		
	I declare under penalty of perjury that the foregoing is true and correc	ct.					
	Executed inCount	tv. State of	n the	day of	20		
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		Signature of authorized agent (Declarant)		ng business entity			

FORM 1295

Nos. 1, 2, 3, 5, and 6 if there are no interested parties.  CERTIFICATION OF FILING certificate Number: 2024-1218740  Date Filed: 2024-1218740  Date Filed: 99/24/2024  Date Acknowledged: 09/24/2024  Date Acknowledged:			<u> </u>			1 of 1
business entity filing form, and the city, state and country of the business entity's place ress.  Certificate Number: 2024-1218740  Date Filed: O9/24/2024  Date Filed: O9/24/2024  Date Acknowledged:  Date Acknowledged:  Date Acknowledged:  Date Acknowledged:  Name of Interested Party  City, State, Country (place of business)  Nature of interest (check applicable)  Controlling Intermediary  Poly if there is NO Interested Party.	Complet	e Nos. 1 - 4 and 6 if there are interested parties.	nartine			
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d in County, State of LXGS on the H day of Sept 20 24  (month) (year)		Comm. Expires 03-31-2028	Signature of authorized agent of	contraction	nn husiness entit	· · · · · · · · · · · · · · · · · · ·
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ARIEL VALENTIN  Notary Public, State of Texas  Comm. Expires 03-31-2028  Signature of authorized agent of contracting business entity	rms pre	ovided by Texas Ethics Complision	www.ethics.state.tx.us		Version	V4.1.0.48da

#### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024

Approval of Renewal #1of contract #21RFP4 with Aramark Correctional Services to provide Jail Food Service for

31.

Corrections

Submitted By: Theresa Gross, Purchasing

**Department:** Purchasing

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of contract #21RFP4 for Aramark, for the same pricing, terms and conditions as the existing contract for the first renewal option, beginning September 30, 2024, to September 30, 2025, and authoring execution of the amendment.

#### **Background**

This is Renewal #1 for food services for the Sheriff's Office/Corrections with Aramark Correctional Services beginning October 1, 2024 through September 30, 2025. The Sheriff's Office/Correction Department has confirmed the vendor met all the County requirements for this contract and requests renewal. Funding source is The funding source is 01.0100.0570.003306. Department contact is Susan Carmack.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Renewal 1

Amendment 1

Amendment 2

**Original Contract** 

TEC 1295

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Kerstin Hancock 09/27/2024 09:25 AM
County Judge Exec Asst. Becky Pruitt 09/27/2024 09:27 AM

Form Started By: Theresa Gross Started On: 09/19/2024 02:19 PM

Final Approval Date: 09/27/2024



### Purchasing Department

# **Summary Agreement for Renewal of Williamson County Contract**

Contract Number:	21RFP4	Department:	Sheriff's Office Corrections				
Vendor Name:	Aramark Correctional Serv	vices, LLC					
Purpose/Intended Use of Product or Service (summary):							
Food services for Inmates of the Willia	mson County Jail.						
Type of Contract:	RFP	Start Date:	10/01/2024				
Purchasing Contact:	Cheryl Johnson	End Date:	09/30/2025				
Department Contact:			·				
Williamson County wishes to extend this bid/i detailed information attached.      PLEASE INCLUDE THE FOLLOWING:		enditions as the existing o	contract. Pricing for existing items stay the same. See				
Renewal Option Period 2 Renewal Option Period 1 October 01, 2024 — September 30, 2025 Initial Contract Period November 23, 2021 — September 30, 2024							
\\BY SIGNING BELOW, THE PARTIES A	GREE TO THE TERMS OF EX	KTENSION SET FOR	RTH AS STATED ABOVE				
Aramark Correctional Service Vendor  Stephen Yarsinsky  Name  Finance Vice President  Title  Docusigned by:  Signature  Styller Jarsinsky  9/26/92024BOCD4AA  Date	vices - - -	Bill Gravell, Williamson Signature	ounty, 710 Main St., Georgetown, TX 78626  Jr  County Judge				

#### Amendment No. 1 to Jail Inmate Food Service Contract

**WHEREAS**, the County and Aramark entered into a Jail Inmate Food Service Contract on November 23, 2021 for the management of the food service operation at the Williamson County Jail (as amended, the "**Agreement**");

**WHEREAS**, the parties acknowledge the need to amend the per meal price effective dates in Section 6 of the Agreement;

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

**WHEREAS**, the parties desire to amend the provisions of the Agreement as follows, effective October 1, 2022.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

- 1. **Year One Pricing:** The parties agree that Section 6 of the Agreement is hereby amended to reflect that the per meal prices stated therein are firm for the period beginning November 23, 2021 and ending on November 22, 2022.
- 2. **Price Adjustment:** In accordance with Section 6 of the Agreement, the parties agree that the price per meal charged to the County by Aramark shall be changed as set forth on Attachment A hereto as a result of changes in the Market Basket of Products. These prices shall be effective from November 23, 2022 through November 22, 2023, and shall supersede in all respects the price per meal set forth in Section 6 of the Agreement or in any other prior agreements between the parties.
- 3. **Ratification**: Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect

**IN WITNESS WHEREOF,** the parties hereto have caused this Amendment No. 1 to be

signed by their duly authorized representatives the day and year first written above.

**Aramark Correctional Services, LLC** 

Williamson County, Texas

DocuSigned by:

Stephen Yarsinsky Stephen Yarsinsky

Vice President, Finance

Date:

Bill Gravell (Nov 22, 2022 11:28 CST)

Judge Bill Gravell Williamson County Judge

Date: Nov 22, 2022

#### Attachment A

## Williamson County, TX Effective November 23, 2022 through November 22, 2023

	Price Per
Population	Meal
400 - 449	\$1.476
450 - 499	\$1.410
500 - 549	\$1.356
550 - 599	\$1.313
600 - 649	\$1.276
650 - 699	\$1.234
700 - 749	\$1.219
750 - 700	\$1.196
800 and up	\$1.174
Snacks	\$0.569
Staff Meal	\$2.755

<sup>\*</sup>The total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale.

### **21RFP4 Jail Inmate Food Services**

Population	Price Per Meal (\$) FY22	Price Per Meal (\$) FY23	PRICE INCREASE PROPOSED
400-449	\$1.339	\$1.476	10.231%
450-499	\$1.279	\$1.410	10.242%
500-549	\$1.230	\$1.356	10.243%
550-599	\$1.191	\$1.313	10.243%
600-649	\$1.158	\$1.276	10.190%
650-699	\$1.120	\$1.234	10.178%
700-749	\$1.106	\$1.219	10.217%
750-799	\$1.085	\$1.196	10.230%
800 and up	\$1.065	\$1.174	10.234%
SNACKS	\$0.516	\$0.569	10.271%
STAFF MEAL	\$2.50	\$2.755	10.200%

## Agenda Item #18, CC 11.22.22 Approval for 21RFP4 Amendment and Price Tab Increase with Aramark (Kim)

Final Audit Report 2022-11-22

Created: 2022-11-22

By: Kim Chappius (kim.chappius@wilco.org)

Status: Signed

Transaction ID: CBJCHBCAABAAIHJMqnCy8T8XQJo7G0ProoSNdZZt5kFz

## "Agenda Item #18, CC 11.22.22 Approval for 21RFP4 Amendme nt and Price Tab Increase with Aramark (Kim)" History

- Document created by Kim Chappius (kim.chappius@wilco.org) 2022-11-22 2:32:27 PM GMT- IP address: 66.76.4.65
- Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature 2022-11-22 2:33:14 PM GMT
- Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
  2022-11-22 2:42:06 PM GMT- IP address: 66.76.4.65
- Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org) 2022-11-22 4:36:30 PM GMT- IP address: 66.76.4.65
- Document emailed to Bill Gravell (bgravell@wilco.org) for signature 2022-11-22 4:36:30 PM GMT
- Email viewed by Bill Gravell (bgravell@wilco.org) 2022-11-22 5:28:29 PM GMT- IP address: 66.76.4.65
- Document e-signed by Bill Gravell (bgravell@wilco.org)

  Signature Date: 2022-11-22 5:28:39 PM GMT Time Source: server- IP address: 66.76.4.65
- Agreement completed.
  2022-11-22 5:28:39 PM GMT



#### Amendment No. 2 to Jail Inmate Food Service Contract

- THIS AMENDMENT NO. 2 (the "Amendment"), is made and entered into by and between Williamson County, TX (the "County"), and Aramark Correctional Services, LLC, a Delaware limited liability company, having its principal place of business located at 2400 Market Street, Philadelphia PA, 19103 ("Aramark").
- **WHEREAS**, the County and Aramark entered into a Jail Inmate Food Service Contract on November 23, 2021 for the management of the food service operation at the Williamson County Jail (as amended, the "**Agreement**");
- **WHEREAS**, the parties acknowledge the need to amend the per meal price effective dates in Section 6 of the Agreement;
- WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and
- **WHEREAS**, the parties desire to amend the provisions of the Agreement as follows, effective as of the date of the last party's execution below.
- **NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.
- 1. **Year One Pricing:** The parties agree that Section 6 of the Agreement is hereby amended to reflect that the per meal prices stated therein are firm for the period beginning November 23, 2023 and ending on November 22, 2024.
- 2. **Price Adjustment:** In accordance with Section 6 of the Agreement, the parties agree that the price per meal charged to the County by Aramark shall be changed as set forth on Attachment A hereto as a result of changes in the Consumer Price Index. These prices shall be effective from November 23, 2023 through November 22, 2024, and shall supersede in all respects the price per meal set forth in Section 6 of the Agreement or in any other prior agreements between the parties.
- 3. **Ratification**: Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be

signed by their duly authorized representatives.

**Aramark Correctional Services, LLC** 

Stylun Yarsinsky

8DD54D02B0CD4AA...

Stephen Yarsinsky Vice President, Finance

Date: 10/16/2023

Williamson County, Texas

**Bill Gravell (Oct 24, 2023 09:56 CDT)** 

Judge Bill Gravell Williamson County Judge Date:

#### Attachment A

## Williamson County, TX Effective November 23, 2023 through November 22, 2024.

	Price Per
Population	Meal
400 - 449	\$1.590
450 - 499	\$1.519
500 - 549	\$1.460
550 - 599	\$1.414
600 - 649	\$1.374
650 - 699	\$1.329
700 - 749	\$1.313
750 - 700	\$1.288
800 and up	\$1.264
Snacks	\$0.610
Staff Meal	\$2.970

<sup>\*</sup>The total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale.

DocuSign Envelope ID: DB96D5DF-87CC-42F7-A0CD-342B6F865138

#### **21RFP4 Jail Inmate Food Services**

Population	Price Per Meal (\$) FY22	Price Per Meal (\$) FY23	PRICE INCREASE PROPOSED	Price Per Meal (\$) FY24	PRICE INCREASE PROPOSED
400-449	\$1.339	\$1.476	10.231%	\$1.590	7.700%
450-499	\$1.279	\$1.410	10.242%	\$1.519	7.700%
500-549	\$1.230	\$1.356	10.243%	\$1.460	7.700%
550-599	\$1.191	\$1.313	10.243%	\$1.414	7.700%
600-649	\$1.158	\$1.276	10.190%	\$1.374	7.700%
650-699	\$1.120	\$1.234	10.178%	\$1.329	7.700%
700-749	\$1.106	\$1.219	10.217%	\$1.313	7.700%
750-799	\$1.085	\$1.196	10.230%	\$1.288	7.700%
800 and up	\$1.065	\$1.174	10.234%	\$1.264	7.700%
SNACKS	\$0.516	\$0.569	10.271%	\$0.610	7.700%
STAFF MEAL	\$2.50	\$2.755	10.200%	\$2.970	7.700%

<sup>\*\*</sup> Notes: Price increase falls with 25% allowed per bid contract.

#### JAIL INMATE FOOD SERVICE CONTRACT FOR THE WILLIAMSON COUNTY JAIL FACILITY SOLICITATION #21RFP4

#### (Aramark Correctional Services, LLC)

This Jail Inmate Food Service Contract for the Williamson County Jail (the "Contract") is between Aramark Correctional Services, LLC ("Vendor", "Contractor", or "Aramark"), 2400 Market Street, Philadelphia, PA 19103, and Williamson County, Texas (the "County"), a political subdivision of the State of Texas, acting herein by and through its governing body.

- 1. Vendor agrees to furnish all labor, equipment supplies and foodstuffs, except as provided herein, and to provide full food service for inmates of the Williamson County Jail (the "Jail").
- Vendor agrees to serve tasty, appetizing, wholesome quality food and to use a minimum twenty-one (21) day non-repetitive meal plan, including special menus for holidays and for medical reasons, included as Schedule A. All menus must be reviewed and approved by a bona fide registered dietician, to meet or exceed the dietary standards for adult inmates as required by all applicable statutes.
- Vendor agrees to serve foodstuff at the proper temperatures for safe food service. Vendor further agrees to maintain foodstuff at the proper temperatures from the time the foodstuff is prepared until the actual time that the foodstuff is delivered to the inmate units.
- 4. Vendor agrees to provide meals to the inmates three (3) times per day, seven (7) days per week. Breakfast shall be served at 5:30 am, lunch shall be served at 11:30 am and dinner shall be served at 5:30 pm. Sack lunches will frequently be requested. The County reserves the right to change mealtimes at County's discretion. Vendor further agrees that the respective serving times represent the actual time of delivery to the inmates for consumption.
- 5. Except as otherwise set out herein, food for the Jail inmates shall be prepared in the Jail kitchen facility.
- 6. County agrees to pay Vendor on a unit cost of per meal per inmate fed as follows:
  - a. Inmate Meal Pricing Per Person, Per Regular Meal (Breakfast, Lunch, Dinner):

Population	Price Per Meal (\$)
400-449	1.339
450-499	1.279
500-549	1.230
550-599	1.191
600-649	1.158
650-699	1.120
700-749	1.106
750-799	1.085
800 and Up	1.065

- b. Per Person, Per Dietary Snack Snacks Prepared in Jail Kitchen: \$0.516
- c. Staff Meal Pricing Per Person, Per Regular Meal (Breakfast, Lunch, Dinner): \$2.50

The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on September 30, 2022. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by an amount to be mutually agreed upon and set forth in an amendment to this Agreement; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the "Client Menu"). The period for determining CPI-FAH and Market Basket of Products increases shall be June of the immediately preceding year to June of the then-current year (the "Base Period").

- 7. Vendor agrees to serve meals on insulated plastic trays and to distribute the meals to the individual inmates.
- 8. Vendor agrees to provide an on-site Food Service Manager who is trained, experienced, and knowledgeable of food services in detention facilities. The manager assigned will be subject to review by the Williamson County Sheriff or his agent.
- 9. Vendor agrees that all books and records of Vendor pertaining to meal preparation and delivery subject to this Contract shall be available for a period

of thirty-six (36) months after the close of the County's fiscal year to which they pertain, for inspection and audit by representatives of the Texas Department of Human Resources, the U.S. Department of Agriculture and/or the U.S. General Accounting Office, at any reasonable time and place.

- 10. Vendor agrees to provide on-site employees, who are well trained, honest, reliable, and in uniform of a style and color to distinguish them from inmate workers, to successfully perform the requirements of providing food to the inmates.
- 11. Vendor agrees that all employees must have a valid food handler's certificate from the Health Department and that all costs associated with obtaining such certificate shall be borne by Vendor.
- 12. Vendor agrees that all employees shall be subject to background checks. Vendor agrees that background checks for each applicant for employment shall be performed prior to the extension of a job offer. The Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to any and all employees of Vendor.
- 13. Vendor agrees to provide ongoing in-service training to cover such areas as safety, sanitation and food handling to all employees and to any inmate workers provided.
- 14. Vendor agrees to properly and safely use and operate all electrical, gas and plumbing fixtures, equipment or appliances supplied by County or by Vendor.
- 15. Vendor agrees to maintain the entire food service and delivery areas, all silverware, utensils and equipment needed to prepare and serve meals in a clean and sanitary condition in compliance with all Federal, State and Local standards.
- 16. Vendor agrees to collect and dispose of all rubbish, garbage, litter or other waste in accordance with established policies of the Health Department.
- 17. Vendor agrees to submit a comprehensive, weekly invoice to the Williamson County Sheriff or his agent showing the number of meals actually served to inmates for the preceding week. This invoice shall be detailed so as to show how many inmates were provided food at each mealtime. This invoice is to be submitted each Monday of the month.
- 18. **IN2WORK**: Vendor shall provide vocational training and classroom instruction regarding proper food production skills to qualified inmates at the facility through its IN2WORK program ("I2W"). Training will include deployment of Vendor's proprietary materials. The County acknowledges that Vendor's

willingness to implement the I2W program under this Agreement does not give the County any right, title, license or interest in the program.

19. FINANCIAL COMMITMENT: Aramark shall make a financial commitment to the County of up to Fifty-Five Thousand Dollars (\$55,000.00) (the "Financial Commitment) for the purchase of the equipment listed on Schedule B. Any equipment purchased by Aramark on the County's behalf shall be purchased as a "sale-for resale" to the County. The County shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. The County acknowledges that it is a tax-exempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall occur during the Initial Term of this Agreement, commencing upon the effective date of the Agreement, and shall be amortized on a straight line basis over the Initial Term. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, the County shall reimburse Aramark for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of the Agreement at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance. The term "Prime Rate" shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. commercial banks, such rate to be adjusted on the last day of each Aramark's accounting period. In the event such amounts owing to Aramark are not paid to Aramark within thirty (30) days of expiration or termination, the County agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within thirty (30) days of the invoice date. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to Aramark.

#### 20. Indemnification:

INDEMNIFICATION — EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), 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 INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF VENDOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS

THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED AT THE JAIL OR IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT. VENDOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION — OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND 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 CONTRACT OR THE SERVICES DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF VENDOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

- 21. Vendor agrees to provide County with proof of Workers Compensation and Employer's Liability insurance of at least \$100,000.00 per each accident; Comprehensive General (public) Liability Insurance (which shall include premises, operation, independent contractors, personal injury, products, bodily injury) in the amount of \$1,500,000.00 per occurrence, property damages insurance in the amount of \$1,500,000.00 per occurrence.
- 22. Vendor agrees that Williamson County shall be named as an additional insured party on the General Liability Insurance, be provided with a waived subrogation, and be provided with certificates of insurance evidencing the above insurance. Any insurance provided by Vendor (Additional Insured or Otherwise) shall only cover losses for which Vendor is legally liable; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County. Both Vendor and County waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver does not apply to bodily injury or death claims. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.
- 23. Vendor agrees to provide to County a Surety Bond guaranteeing performance of all conditions of this Contract in the amount of fifty thousand dollars (\$50,000.00), said bond to be forfeited in the event that Vendor fails to satisfactorily perform this Contract.

- 24. Vendor agrees to provide meal service to inmates at the agreed upon price.
- 25. Vendor agrees that the services to be provided, under this Contract, are vital to County and must be continued without interruption and that upon expiration of this Contract another vendor may be selected. Vendor agrees to furnish "phase-in" training and exercise its best efforts and cooperation to effectively have an orderly and efficient transition to a successor.
- 26. Vendor agrees that this Contract is not assignable without the express written consent of the Commissioners Court of Williamson County. This Contract shall be binding upon and inure to the benefit of parties hereto and their respective successors and permitted assigns.
- 27. County agrees to assist Vendor in obtaining use of U.S. Department of Agriculture commodities in providing food service to inmates of the Williamson County Jail, however Vendor shall assume all costs, both direct and indirect, in procuring such commodities and in complying with the rules and regulations of the U.S. Department of Agriculture and the Texas Department of Human Resources and that all commodities received by Vendor shall be used only in accordance with the aforementioned rules and regulations, and for the benefit of County, and only in performance of this Contract. It is further agreed that Vendor shall be responsible for the proper disposition and removal of excess or stale dated commodities that have been obtained through the USDA surplus commodity program.
- 28. County agrees to make available for vendors use the kitchen facilities, utensils, and equipment located in the County Jail at no cost for the performance of this County states, and Vendor understands, that this is only an accommodation to Vendor and that County makes no warranties, expressed or implied, as to their availability, and Vendor acknowledges that Vendor must have a contingency plan to provide food to the inmates in the event that County facilities are not available for his/her use. The Contractor's liability for providing maintenance and repairs will be limited to the sum of \$25,000 per contract year (October 1 through September 30 each year (each a "Contract Year")), and which shall pro-rated in the first Contract Year beginning on the Effective Date and ending on September 30, 2022. Contractor shall keep a log of repair and maintenance costs incurred during each Contract Year. In the event the Contractor's expenditures in a Contract Year exceeds \$25,000, the County will reimburse Contractor for such expenditures. Contractor shall notify and receive permission from the County prior to incurring any repair and/or maintenance cost above the \$25,000 annual limit. In the event Contractor's annual repair and maintenance expenditures for a Contract Year are less than \$25,000 the Contractor shall reimburse the County the difference between the costs incurred and the sum of \$25,000. If, in the Contractor's opinion, a piece of kitchen equipment is judged to be past its useful life and repair is not justified, Contractor shall notify the County accordingly. Upon such notification, the

- County will either advise Contractor to proceed with repairs and/or maintenance or the County will assume responsibility for replacing the equipment.
- 29. County agrees to pay all utility costs for preparation of foodstuff, but under no circumstance will County reimburse Vendor for any utility costs if Vendor uses any other facilities for preparation of food.
- 30. County agrees to provide pest control for all areas within the Jail, including those areas utilized by Vendor in performance of this Contract, and to maintain adequate security of all food service areas during food service operations, and to provide clean uniforms for all inmate workers and to provide paper and plastic eating supplies as required.
- 31. County agrees to provide inmate trustees to assist in the food service to the greatest extent possible, but Vendor acknowledges that at times there may not be any inmate, trustees furnished. When inmate trustees are provided to assist in the food service, the trustees must be supervised by a County Licensed Correction Officer ONLY. As set out herein above and in addition to the foregoing, inmate trustee labor will be available once the meals are delivered by the Vendor to the interior secure area of the Jail during construction on the Jail kitchen and inmate trustee labor will not be made available outside of the secured area of the Jail during the construction of the Jail kitchen.
- 32. Subject to the termination rights set out herein, this Contract between County and Vendor shall be in force commencing on November 23, 2021 (the "Effective Date") until September 30, 2024 (the "Initial Term").
- 33. At the end of the Initial Term, the Commissioners Court of Williamson County reserves the right to extend this Contract for up to two (2) additional twelve (12) month extension terms, by mutual agreement of both parties, as it deems to be in the best interest of the County. The terms and conditions for any extension term shall remain the same and shall be effective as to the new 12-month extension term provided same is approved in advance by the Commissioners Court of Williamson County. The total period of this Contract, including all extensions will not exceed a maximum combined period of sixty (60) months, until November 22, 2026.
- 34. Either party to this Contract reserves the right to terminate this Contract upon ninety (90) calendar day's written notice for its convenience, and for any termination County shall pay Vendor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract prior to such termination. In the event County pays for the cost of supplies or materials obtained for use under this Contract up to the effective date of termination, said supplies or materials shall become the property of Williamson County and shall be delivered to the Jail. Other than the County's

responsibilities in this Agreement, and including but limited to its reimbursement obligations in Section 19 and its payment obligations in this Section 34, no penalty will be assessed for Williamson County's termination for convenience.

- 35. County and Vendor both agree that the Williamson County Commissioners Court shall be the sole and final authority on issues relating to this Contract. Should any matter not be resolved to the Vendor's satisfaction, Vendor shall have the right to be heard in open court by Commissioners Court and the decision of Commissioners Court shall be final and conclusive and shall be binding on all parties concerned.
- 36. Vendor understands that to the extent that County provides equipment for preparation of food for inmates, such equipment, if used, shall be used for food preparation for County inmates only.
- 37. The financial arrangements in this Contract are based on conditions existing as of the effective date of the Contract including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Vendor's control, including, but not limited to, a change in the scope of Vendor's services; menu changes; a decrease in the Facility's inmate population; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations; or other unforeseen external market conditions outside Vendor's control, then Vendor shall give County written notice of such requested increase or change with adequate supporting documentation to justify the request or change, and within thirty (30) calendar days after such notice. Vendor and County shall mutually agree upon reasonable modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Vendor's price per meal, modifications to the menu, or modifications to Vendor's scope of services. Such proposed modifications are expressly subject to approval by the Williamson County Commissioners Court, such approval not to be unreasonably withheld, conditioned, or delayed.
- 38. Force Majeure: If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. 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 provide a written notice with the other party.
- 39. Miscellaneous:

- a. If any provision of this Contract 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 Contract 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 Contract 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 Contract and be deemed to be validated and enforceable.
- b. Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Contract is governed by the laws of the United States, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- c. The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract 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.
- d. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

County: Williamson County Judge

710 Main Street, Ste. 101 Georgetown, Texas 78626

with copy to: Williamson County Sheriff

508 S. Rock Street

Georgetown, Texas 78626

Vendor: Aramark Correctional Services, LLC

Attn: Vice President, Finance

2400 Market Street Philadelphia, PA 19103

- e. Each party to this Contract 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 Contract, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, Vendor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- f. Vendor expressly agrees to inclusion in this Contract of the Proposal Specifications and Terms and Conditions of 21RFP4 ("RFP") and Vendor's Response(s) and Best and Final Offer ("BAFO"), which are incorporated herein as if copied in full. In the event a dispute arises between terms and conditions of (1) this Contract, (2) the RFP, and its Addenda; (3) the Respondent's Proposal; and (4) the BAFO, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Contract and its Addenda, (2) the RFP and its Addenda; (3) the Respondent's BAFO; and (4) Respondent's Proposal.
- g. Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- h. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- i. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Contract shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.
- j. Vendor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have

access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that County shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Vendor reasonable advance notice of intended audits.

- k. The obligations of the Parties under this Contract do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Contract 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 at the end of its then-current fiscal year.
- I. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of 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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Vendor of the discrepancy. Following County's notification of any discrepancy as to an invoice, Vendor must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.
- m. The parties to this Contract each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Contract and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Contract and to bind such party to its terms. Each person executing this Contract on behalf of a party

- warrants that he or she is duly authorized to enter into this Contract on behalf of such party and to bind it to the terms hereof.
- n. As a duly authorized representative of Vendor, I acknowledge by my signature below that I have read and understand the above paragraphs and that Vendor has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- o. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. 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 WILLIAMSON COUNTY COMMISSIONERS COURT.

SIGNED to be	effective the _	Day of _		, 2021.
Williamson Co	unty, Texas (	(County):		
Judge Bill Grav Williamson Cou			_	
Aramark Corre	ectional Servi	ices, LLC (	Vendor):	
By: Printed Name:	Michael Sant			

Title: Vice President, Finance

DocuSign Envelope ID:

#### SCHEDULE A

#### Menus

[Menus provided separately with BAFO]

#### SCHEDULE B

Capital Investment Items:	QTY
Merchandisers	1
Beverage Cooler	1
Locking Cooler	1
Locking Freezer	1
Microwave	1
TVs for entertainment	1
Couch	0
Lounge Chair	0
Coffee Table	1
Low-Top Tables	4
Dining Chairs	20
Painting	1
Shelves for Pick up Orders	1
Signage and Sign Holders	1
Design Services	1
Installation	1
Freight	1

Capital Investment: Technology	QTY
Retail365 Kiosk - Order Ahead	1
Camera Network	1

CERTIFICATE OF INTERESTED PARTIES	ı	FORM <b>1295</b>
		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.		USE ONLY TON OF FILING
Name of business entity filing form, and the city, state and country of the busin of business.	ness entity's place Certificate Numl	ber:
Aramark Correctional Services, LLC		
Philadelphia, PA United States  Name of governmental entity or state agency that is a party to the contract for	Date Filed: 09/18/2024	
being filed. Williamson County, TX	Date Acknowled	lged:
Provide the identification number used by the governmental entity or state age description of the services, goods, or other property to be provided under the 21RFP4		l provide a
Williamson County, Jail Food Service		
4 Name of Intercepted Party		ure of interest
Name of Interested Party City, State, 0	Country (place of business) (che Controlli	ng Intermediary
Aramark Services, Inc. Philadelph	nia, PA United States X	
5 Check only if there is NO Interested Party.		
6 UNSWORN DECLARATION		
My name is	, and my date of birth is	<u> </u>
My address is,	<b></b> , <b></b> , <b></b>	,
(street)	(city) (state) (zip code	e) (country)
I declare under penalty of perjury that the foregoing is true and correct.		
Executed inCounty, State of	ansas, on theday of	
DocuSigned by:	(m	nonth) (year)
₩/── 		
Signature of	f authorized agent of contracting business ( (Declarant)	entity

#### **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	
1	Name of business entity filing form, and the city, state and country of the business entity's place  Cert			ertificate Number:	
	Aramark Correctional Services, LLC Philadelphia , PA United States			te Filed:	
2	Name of governmental entity or state agency that is a party to the being filed.	he contract for which th	ne form is	/18/2024	
	Williamson County, TX			ite Acknowledged: 1/18/2024	
3	Provide the identification number used by the governmental endescription of the services, goods, or other property to be proved 21RFP4  Williamson County, Jail Food Service			e contract, and prov	vide a
4	Name of Interested Party	City, State, Country	(place of business		plicable)
	ramark Services, Inc.	Philadelphia, PA U	Jnited States	Controlling X	Intermediary
_					
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is		and my date of birth	n is	·
	My address is(street)	(city)	,, (state)	(zip code)	., (country)
	I declare under penalty of perjury that the foregoing is true and corre	ect.			
	Executed inCoun	nty, State of	, on the	day of	, 20
				(month)	(year)
		Signature of authoriz	ed agent of contrac	ting business entity	

#### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024

Approval of Purchase for Taser 7 Bundle from Axon Enterprise, Inc. for Sheriff's Office

Submitted For: Joy Simonton Submitted By: Barbi Hageman, Purchasing

**Department:** Purchasing

Agenda Category: Regular Agenda Items

#### Information

32.

#### Agenda Item

Discuss, consider and take appropriate action on approving purchase #2024311 for Taser 7 Bundle for Williamson County Sheriff's Office from Axon Enterprise, Inc. in the amount of \$385,167.20, pursuant to Texas BuyBoard Contract #698-23.

#### **Background**

Approval of this purchase will support a three (3) year payment plan on the purchase of Taser 7 Bundle for the agency and other necessary equipment as outlined in the attached agreement. A total of \$385,167.20 is to be paid out annually beginning December 2024 through December 2026 for a total purchase of \$1,155,501.60. This expenditure will be charged to budget line 01.0100.0560.005008 and 01.0100.0570.005008 per FY25 budget. Origination # 769. No Form 1295 is needed due to vendor being publicly traded. Department contact is Starla Hall.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

#### **Axon Agreement**

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator)

Joy Simonton

09/26/2024 08:29 AM

County Judge Exec Asst.

Becky Pruitt

09/26/2024 09:14 AM

Form Started By: Barbi Hageman Started On: 09/25/2024 10:34 AM Final Approval Date: 09/26/2024

## COUNTY ADDENDUM FOR AXON ENTERPRISE, INC.

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 COUNTY ADDENDUM FOR AXON ENTERPRISE, INC. (hereinafter "Addendum") 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 Axon Enterprise, Inc. (hereinafter "Service Provider"), both of which are referred to herein as the "Parties." Subject to the changes herein, the Parties have accepted the terms of the Agreements listed below (together referred to as the "Agreement"), and the following changes shall be incorporated as if part of the Agreement:

I.

<u>Incorporated Documents</u>: This Addendum constitutes the entire agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties. Documents expressly incorporated include the following:

- A. Service Provider Ouote (O-561287-45554.789MA);
- B. Contract BuyBoard No. 698-23; and
- C. This Addendum.

II.

Prompt Payment Act: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the agreement; (2) the date the performance of the service under the agreement is completed; or (3) the date Williamson County 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.

III.

<u>Tax Exemption</u>: The Parties acknowledge that the County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. 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.

No Waiver of Sovereign Immunity or Powers: Nothing in this Addendum shall be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the Parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless another party for any reason are hereby deleted.

V.

Non-Appropriation and Fiscal Funding: This Addendum is subject to the availability of funds. It is expressly understood and agreed that the County shall have the right to terminate this Addendum at the end of the County's fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may affect such termination by giving Service Provider written notice of termination at the end of its then-current fiscal year. Notwithstanding any other provision, such termination shall not constitute a default of the Addendum and shall be without penalty or further obligation to County so long as the County returns all products to the Service Provider within 30 days of the date of termination.

VI.

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 Addendum, 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 Addendum for the purposes of making audits, examinations, excerpts, and transcriptions, but only to the extent that such records are required to verify the performance, compliance, or payments made under this Agreement. 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. Audits will not be completed more than once per year. The County shall give Service Provider reasonable advance notice of not less than ten (10) business days prior to the intended audits.

<u>Venue and Applicable Law</u>: Venue of this Addendum shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

#### VIII.

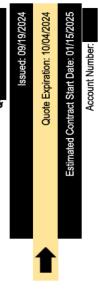
<u>County Judge or Presiding Officer Authorized to Sign Contract</u>: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Addendum on behalf of the County.

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:	<b>AXON ENTERPRISE, INC:</b>		
	Robert E. Driscoll, Jr.		
Authorized Signature	Authorized Signature		
	Robert E. Driscoll, Jr.		
County Judge/Presiding Officer	Printed Name		
Date:, 20	Date: 9/24/2024   10:10 AM MST		



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737



Payment Terms: N30 Delivery Method:

Deputy A.W. Grimes Training Center Williamson County Sheriff's Office - TX 8160 Chandler Rd 508 S Rook St Huto, TX TX 78634-3360 USA Email: 74-6000978		BILL TO	
	nes Training Center d	Williamson County Sheriff's Office - TX 508 S Rock St Georgetown TX 78626-5604 USA Email: 74-6000978	

PRIMARY CONTACT	James David Phone: (512) 943-1317 Email: jdavid@wilco.org Fax: (512) 943-1444	
SALES REPRESENTATIVE	Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	

# **Quote Summary**

\$1,155,501.60 60 Months **ESTIMATED TOTAL W/ TAX** Program Length TOTAL COST

Per Year
Saving Per
Average S

**Discount Summary** 

Docusign Envelope ID

Quote Unbundled Price: Quote List Price: Quote Subtotal:

\$1,462,583.78 \$1,304,427.38 \$1,155,501.60

Pricing

All deliverables are de	All deliverables are detailed in Delivery Schedules section lower in µ	proposal							
Item	Description	ofy.	Term U	Unbundled	List Price	Net Price	Subtotal	Тах	Total
Program									
C00008	BUNDLE - TASER 7 CERTIFICATION	242	09	\$79.65	\$75.83	\$75.83	\$1,101,051.60	\$0.00	\$1,101,051.60
C00012	BUNDLE - TASER 7 CERTIFICATION ADD-ON	150	09	\$31.99	\$20.58	\$6.05	\$54,450.00	\$0.00	\$54,450.00
A la Carte Hardware									
74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2			\$1,689.32	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
85147	AXON TASER - PSO - STARTER	,			\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties									
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	49		\$7.93	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$1,155,501.60	\$0.00	\$1,155,501.60

# **Delivery Schedule**

Hardware					
Bundle	Item	Description	ΩTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	80	-	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	242	-	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	290	•	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	4	•	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	20062	AXON TASER 7 - HOLSTER - BLACKHAWK RH	200	-	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	20067	AXON TASER 7 - HOLSTER - BLACKHAWK LH	42	•	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	484	-	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	726	-	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12- DEGREE) NS	484	-	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12- DEGREE) NS	726	-	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	484	_	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	484	-	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5- DEGREE) NS	90	-	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12- DEGREE) NS	20	-	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	က	_	12/15/2024

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Hardware					
Bundle	Item	Description	ΩTζ	Shipping Location	Estimated Delivery Date
BUNDLE - IASER / CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	m (		12/15/2024
BUNDLE - TASER 7 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	က	_	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	80087	AXON TASEK - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	4	1	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	4	-	12/15/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	300	-	12/15/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	450	-	12/15/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12- DEGREE) NS	300	-	12/15/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12- DEGREE) NS	450	-	12/15/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	300	_	12/15/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	300	•	12/15/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5- DEGREE) NS	20	-	12/15/2024
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22181	AXON TÁSER 7 - CARTRIDGE - INERT CLOSE QUART (12- DEGREE) NS	20	-	12/15/2024
A la Carte	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	-	12/15/2024
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	484	-	12/15/2025
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12- DEGREE) NS	484	-	12/15/2025
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	300	-	12/15/2025
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12- DEGREE) NS	300	-	12/15/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	484	-	12/15/2026
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12- DEGREE) NS	484	-	12/15/2026
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	484	-	12/15/2026
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	484		12/15/2026
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	300	-	12/15/2026
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12- DEGREE) NS	300	-	12/15/2026
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	300	-	12/15/2026
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	300	-	12/15/2026
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	484	_	12/15/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12- DEGREE) NS	484	1	12/15/2027
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	300	-	12/15/2027
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12- DEGREE) NS	300	-	12/15/2027
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	484	-	12/15/2028
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12- DEGREE) NS	484	-	12/15/2028
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE)	300	-	12/15/2028
Dana				00701 0	**********

Hardware					
Bundle	Item	Description	QTY	Shipping Location	Shipping Location Estimated Delivery Date
		NS			
BUNDLE - TASER 7 CERTIFICATION ADD-ON	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12- DEGREE) NS	300	-	12/15/2028

Software					
Bundle	Item	Description	ΩTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	242	01/15/2025	01/14/2030
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	2	01/15/2025	01/14/2030
BUNDLE - TASER 7 CERTIFICATION ADD-ON	20248	AXON TASER - EVIDENCE.COM LICENSE	150	01/15/2025	01/14/2030

Services			
Bundle	Item	Description	QTY
BUNDLE - TASER 7 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	-
BUNDLE - TASER 7 CERTIFICATION	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	242
BUNDLE - TASER 7 CERTIFICATION ADD-ON	101193	AXON TASER - ON DEMAND CERTIFICATION	-
BUNDLE - TASER 7 CERTIFICATION ADD-ON	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	150
A la Carte		AXON TASER - PSO - STARTER	-

Warranties					
Bundle	Item	Description	ΩT	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	290	12/15/2025	01/14/2030
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	242	12/15/2025	01/14/2030
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	80	12/15/2025	01/14/2030
BUNDLE - TASER 7 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	ဗ	12/15/2025	01/14/2030
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	12/15/2025	01/14/2030

# Shipping Locations

Location Number	Street	City	State	Zip	Country
-	8160 Chandler Rd	Hutto	¥	78634-3360	NSA

# **Payment Details**

Dec 2024						
Invoice Plan	Item	Description	Qty	Subtotal		Total
Year 1	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	\$0.00		\$0.00
Year 1	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	\$0.00		\$0.00
Year 1	85147	AXON TASER - PSO - STARTER	-	\$0.00		\$0.00
Year 1	C00008		242	\$367,017.20		\$367,017.20
Year 1	C00012			\$18,150.00	\$0.00	\$18,150.00
Total			,	\$385,167.20		\$385,167.20

Dec 2025						
Invoice Plan	Item	Description	Oft,	Subtotal		Total
Year 2	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	\$0.00		\$0.00
Year 2	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	\$0.00		\$0.00
Year 2	85147	AXON TASER - PSO - STARTER	-	\$0.00		\$0.00
Year 2	C00008	BUNDLE - TASER 7 CERTIFICATION	242	\$367,017.20		\$367,017.20
Year 2	C00012	BUNDLE - TASER 7 CERTIFICATION ADD-ON	150	\$18,150.00		\$18,150.00
Total				\$385,167.20	\$0.00	\$385,167.20

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Тах	Total
Year 3	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	\$0.00	\$0.00	\$0.00
Year 3	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	\$0.00	\$0.00	\$0.00
Year 3	85147	AXON TASER - PSO - STARTER		\$0.00	\$0.00	\$0.00
Year 3	C00008	BUNDLE - TASER 7 CERTIFICATION	242	\$367,017.20	\$0.00	\$367,017.20
Year 3	C00012	BUNDLE - TASER 7 CERTIFICATION ADD-ON		\$18,150.00	\$0.00	\$18,150.00
Total			•	\$385,167.20	\$0.00	\$385,167.20

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing. Contract BuyBoard Proposal No. 698-23 (CEW only) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

# Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement as described below.

## ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

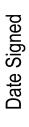
# Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

## Signature

)

9/19/2024





## ATTENTION

This order may qualify for freight shipping, please fill out the following information.

Who is the receiving contact and what is the contact phone number for this shipment?	What are the receiving hours of operation?	Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	Do you have a forklift and/or pallet jack to transport pallets into your facility?	Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?

**Commissioners Court - Regular Session** 

**Meeting Date:** 10/01/2024

SAVNS Maintenance Grant Contract FY'25

Submitted For: Mike Gleason Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on a Statewide Automated Victim Notification Service (SAVNS) Maintenance Grant Contract with the Office of the Attorney General for SAVNS grant program funding for Fiscal Year 2025.

#### **Background**

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including Counties, County Sheriffs, clerks and attorneys, district attorneys and courts (participating entities) including Williamson County, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to Williamson County by Appriss Insights, LLC which is the vendor certified by the OAG. The grant contract shall begin on September 1, 2024 and shall terminate on August 31, 2025 unless it is terminated earlier in accordance with another provision of this grant contract. This will be the 5th renewal contract.

#### Missing Custom Expenditures Program, please contact Destiny Software

#### Fiscal Impact

From/To	Acct No.	Description	Amount

#### **Attachments**

**SAVNS Maint Grant Contract** 

#### Form Review

Inbox Reviewed By Date

 Hal Hawes
 Hal Hawes
 09/23/2024 09:23 AM

 County Judge Exec Asst.
 Becky Pruitt
 09/23/2024 01:04 PM

Form Started By: Starla Hall Started On: 09/20/2024 08:53 PM

Final Approval Date: 09/23/2024



**RE:** FY 2025 SAVNS Grant Contract

**Contract Number:** C-01837

**Grantee:** Williamson County

**Amount:** \$31,193.82

**Executed:** 

Term: September 1, 2024 – August 31, 2025

**Budget Coding:** 

ORG PCA Agy Obj

B310000 11300 76125137

#### SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-01837

This contract ("Grant Contract") is executed between the Office of the Attorney General (OAG) and Williamson County

(GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this Grant Contract individually as "Party" or collectively as "Parties."

#### **SECTION 1.** PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities"), including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG Vendor Certification and Service Agreement ("OAG Certification Agreement") is/was from September 1, 2019, to August 31, 2020 ("Initial Term"). On August 28, 2024, OAG renewed the OAG Certification Agreement with the renewal term to begin on September 1, 2024, and end on August 31, 2025 ("Fifth Renewal Term"). The vendor certified to provide the services is Appriss Insights, LLC, ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

#### **SECTION 2.** TERM OF THE CONTRACT

This Grant Contract shall begin on September 1, 2024, and shall terminate August 31, 2025, unless it is terminated earlier in accordance with another provision of this Grant Contract.

#### SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

**3.1.** Grantee Participating Entity Service Contract. GRANTEE shall execute a Service Agreement with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Certification Agreement and documents incorporated therein.

Specifically, the Participating Entity Service Contract attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the Certified Vendor. All grant funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Service Contract, as attached hereto, and in addition to any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Service Contract or to any executed Participating Entity Service Contract between GRANTEE and the Certified Vendor, except as specifically authorized within this Grant Contract in Section 3.1.1 below, as otherwise separately authorized by the OAG in writing, or to accomplish an amendment, renewal, or extension made or otherwise exercised by GRANTEE pursuant to Section 1 therein. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached hereto as Exhibit B.

- **3.1.1** Authorized Modifications to the Participating Entity Service Agreement. GRANTEE is hereby authorized, without additional approval of the OAG, to include additional terms, conditions, or requirements related to the following sections of the Participating Entity Service Agreement as attached hereto as Exhibit B:
  - a. <u>Section 6 Additional Services</u>: GRANTEE may require, negotiate, and include additional terms or conditions relating to the mutual agreement, provision, and payment for Additional Services that do not otherwise modify, impact, or limit the services required under the exemplar Participating Entity Service Agreement;
  - **b.** <u>Section 7.1 Performance Reports</u>: GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;
  - c. <u>Section 7.2 Performance Remedies</u>: GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements under the exemplar Participating Entity Service Agreement;
  - d. Sections 9.2(a) and 9.2(b)(iii) Standard of Care: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
  - e. <u>Sections 9.3(b), 9.3(c)</u>. and 9.3(d) <u>Information Security</u>: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
  - **f.** <u>Section 9.4(b)(iv) Security Breach Procedures</u>: GRANTEE may require

- Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- g. Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- h. <u>Section 10.4 Exclusions</u>: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- i. <u>Section 12.1 Limitation of Liability</u>: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient, permissible under applicable state and local law, and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;
- j. <u>Section 12.2 Indemnification</u>: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions, to the extent such provisions are permissible under applicable state and local law, either in addition to or in lieu of those included within the Participating Entity Service Agreement; and
- **k.** <u>Section 14.5 Dispute Resolution</u>: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.
- 3.1.2 Executed Copy of Financial Participating Entity Service Contract Required. GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Service Contract along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.
- **3.2 Grantee Maintenance Plan.** GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make

available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the Certified Vendor's performance according to the Participating Entity Service Contract; satisfactorily discharge GRANTEE's obligations as described in the Participating Entity Service Contract; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Service Contract.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the Certified Vendor as provided in the Participating Entity Service Contract as well as this Grant Contract. GRANTEE will execute a Participating Entity Service Contract with the Certified Vendor for the term of this Grant Contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

- **3.4** Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the Certified Vendor's performances.
- **3.5 Scope of Services.** For the purpose of this Grant Contract, the requirements, duties, and obligations contained in Section 3 of this Grant Contract are collectively referred to as the "Scope of Services." As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.
- **3.6 Special Conditions.** The OAG may, at its sole discretion, impose additional requirements not specifically provided for in this Grant Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The OAG, at its sole discretion, may supplement, amend, or adjust the Special Conditions of this Grant Contract. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all Special Conditions are satisfied.
- **3.7 Appriss Insights, LLC, Victim Information and Notification Everyday (VINE) Training.** GRANTEE shall complete VINE training and verify completion of the training program to the OAG prior to requesting reimbursement. No reimbursements will be processed until GRANTEE has verified completion by submitting a training certificate to the OAG.
- **3.8 VineWatch Enrollment.** The OAG's certified vendor uses the VineWatch system as the database for victim notifications in Texas. GRANTEE must register applicable staff in the VineWatch online notification system to maintain GRANTEE data and continuation of

notifications. There must be at least one individual registered as an Agency Administrator and an Emergency Operations Person to contact in case of outages or other issues. If registered staff leave employment with GRANTEE or transfer to a non-SAVNS related position, GRANTEE must provide information for a new individual for VineWatch registration to the OAG within five business days of the former staff member's departure or transfer.

**3.9 VineWatch Review and Monitoring**. GRANTEE must review offender information in the VineWatch system annually to ensure information in the system is accurate and current. If GRANTEE also has their district or county court enrolled in the SAVNS program, cases uploaded to VineWatch must also be reviewed once a year to prohibited information is not maintained in the system. GRANTEE must work with the SAVNS vendor to remove inaccurate or prohibited information in a timely manner after initial discovery. If requested by the OAG, GRANTEE must show documentation that the check has been conducted, and if issues were discovered, documentation of resolution of issues with the SAVNS vendor.

#### SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

#### 4.1 General Matters

- **4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.
- **4.1.2** Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.
- **4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the Grant Contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change the grant contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its

governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

- **4.1.5** Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.
- **4.1.6 Public Information Act.** Information, documentation, and other material in connection with this Grant Contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the Grant Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

#### 4.2 Programmatic Reports

- **4.2.1 Service Reports.** GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.
- **4.2.2 Written Explanation of Variance.** GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the

Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.3 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

**4.2.4 "Problem Log."** GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved. GRANTEE shall provide OAG with any and all Problem Logs at OAG's request.

#### 4.3 Financial Matters

- **4.3.1 Annual Budgets.** With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.
- **4.3.2 Quarterly Requests for Reimbursement.** OAG grant funds will be paid on a costreimbursement basis no more frequently than quarterly pursuant to the process below. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this Grant Contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this Grant Contract. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this Grant Contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.
  - **a.** GRANTEE shall submit a request for reimbursement to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31.

- **b.** GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.
- c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within twenty (20) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the Grant Contract on financial hold or terminating the Grant Contract. If an OAG Grant Contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.
- **4.3.3 Limited Pre-Reimbursement Funding to GRANTEE**. Notwithstanding Section 4.3.2 above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:
  - a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;
  - b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;
  - c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;
  - d. An invoice to the OAG that complies with the requirements of the OAG; and
  - e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.
- **4.3.4 Fiscal Year End Required Reports.** GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before September 20 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:
  - **a. Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
  - **b.** Equipment Inventory Report. To the extent the purchase of equipment is authorized under this grant and GRANTEE purchases equipment with grant funds. GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

#### 4.3.5 Annual Independent Financial Audit Report.

GRANTEES that are required to undergo a Single Audit must complete and submit the Single Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR

200 and Texas Grant Management Standards (TxGMS) requirements. GRANTEES whose expenditures require the completion of a Single Audit, must submit a Single Audit to the OAG, an Annual Independent Financial Audit will not satisfy the audit requirement. GRANTEES that are required to undergo an Annual Independent Financial Audit by statute, regulation, or organizational policy must submit the Annual Financial Audit of the complete program and/or organization and management letter of the audit findings if requested by the OAG. GRANTEES who do not meet the expenditure threshold of the Single Audit and are not required by statute, regulation, or organizational policy to complete an Annual Audit, are not required to submit an Annual Audit to the OAG.

- **4.3.6** Close Out Invoice GRANTEE shall submit a final invoice not later than twenty (20) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal year covered by the term of this Grant Contract.
- **4.3.7 Refunds and Deductions.** If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this Grant Contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.
- **4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and GRANTEE title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this Grant Contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this Grant Contract, it shall use the proceeds to repair or replace said equipment.

**4.3.9 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies

of reimbursement vouchers.

- **4.3.10 Debts and Delinquencies.** GRANTEE agrees that any payments due under the Grant Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
- **4.4 Notification of Change in Jail Management System and/or Court Management System.** GRANTEE shall submit written notice to the OAG of any change in the following: Jail Management System and/or Court Management System Vendor, Jail Management System and/or Court Management System software or version of software, or any change in the hardware supporting these systems (router, hard drive, etc.) that may impact the transference of data to the SAVNS Vendor. Such notice for change in management vendors or software shall be provided at least sixty (60) days in advance of such change. Notice of change in hardware supporting the systems must occur as soon as possible after the issue occurred that caused the need for replacement but prior to replacement.

#### 4.5 Compromising Matters

- **4.5.1 Reporting of Suspected Fraud, Waste, Abuse to the OAG.** GRANTEE agrees to notify the OAG of suspected Fraud, Waste, Abuse of grant funds within five business days of discovery. Failure to report in the required timeframe may result in contract termination.
- **4.5.2 Reporting of Phishing, Hacking, or Compromised Computer Systems.** GRANTEE agrees to notify the OAG of any Phishing, Hacking, or any other related activity that resulted in loss of funds, or compromised banking information, within five business days of discovery. Failure to report in the required timeframe may result in contract termination.

#### SECTION 5. OBLIGATIONS OF OAG

- **5.1 Monitoring.** The OAG is responsible for monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this Grant Contract.
- **5.2 Maximum Liability of OAG.** The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between OAG and GRANTEE.
- **5.3 Payment of Authorized Costs.** The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously unawarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

Notwithstanding the foregoing, should GRANTEE wish to alter the scope of the grant or change

the goals of the grant by adding or eliminating goals which were included in the GRANTEE's final "Scope of Services" included in Section 3 above, such alteration or change may only be achieved by a written, duly executed amendment to this Grant Contract.

- **5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action or representation by either Party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.
- 5.5 Funding Limitation. GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this Grant Contract. GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this Grant Contract.

#### **SECTION 6.** TERMINATION

- **6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.
- **6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions, and provisions of this contract, or if the OAG receives financial reporting which indicates high financial risk, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.
- **6.3 Termination for Failure to Maintain Financial Viability.** The OAG may terminate the contract if, in its sole discretion, the OAG has a good faith belief that GRANTEE no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the contract.
- **6.4** Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Contract.

Termination of this Grant Contract for any reason or expiration of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: Sections 4, 5, 7, 11, and 12.

- 6.5 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant Contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.
- **6.6 Notices to Certified Vendor**. Any termination of this Grant Contract will also be forwarded by the terminating Party to the Certified Vendor.

#### SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

- **7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.
- **7.2 Records Retention.** GRANTEE shall maintain and retain records for a period of seven (7) years after the Grant Contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Grant Contract or documents are resolved. The records include, but may not be limited to, the Grant Contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under the Grant Contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered. OAG may, at its discretion, direct GRANTEE to retain documents for a longer period of time or transfer certain grant records to OAG custody when it is determined the records possess longer term retention value. GRANTEE must include the substance of this clause in all subcontracts.
- **7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and

to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

- **7.4** Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.
- **State Auditor.** In addition to and without limitation on the other audit provisions of this 7.5 Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.
- **7.6 Location.** Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably

require to perform the audits described in this Grant Contract.

#### SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this Grant Contract including but not limited to semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery may be subject to change during the term of the Grant Contract, in the sole discretion of the OAG.

#### SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OAG or GRANTEE.

- 9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this Grant Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.
- **9.2 Financial Hold.** Failure to comply with submission deadlines for required reports, invoices, or other requested information, indicators of financial risk, or reports of conflict of interest or potential/actual fraud, waste, and abuse, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.
- **9.3 Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this Grant Contract and/or any other appropriate sanction.

**9.4 No Waiver.** Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with the Grant Contract terms and conditions. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this Grant Contract.

#### SECTION 10. GENERAL TERMS AND CONDITIONS

- 10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this Grant Contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement applies.
- 10.2 Uniform Grant Management Act, TxGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies including Texas Government Code, Chapter 783, and the Texas Grant Management Standards (TxGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with TxGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.
- **10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.
- 10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE represents and warrants that performance under the Grant Contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change

during the course of the Grant Contract or grant, GRANTEE shall promptly notify the OAG. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

- **10.5 Does Not Boycott Israel.** To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).
- **10.6** Law Enforcement Funding. To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance.
- **10.7 Restriction on Abortion Funding.** GRANTEE acknowledges that, under article IX, section 6.24 of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

#### SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of

GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OAG AND THE STATE OF TEXAS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OAG. OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

- 11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, social media posting, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.
- 11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this Grant Contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at

no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, GRANTEE shall promptly bring such refusal to the attention of the OAG Program Manager for the Grant Contract and not proceed with the agreement in question without further authorization from the OAG.

- 11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this Grant Contract is considered program income. Unless otherwise required under the terms of this Grant Contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this Grant Contract term; program income not expended in this Grant Contract term shall be refunded to the OAG.
- 11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Grant Contract.
- 11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.
- 11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. OAG shall maintain the complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. In the event OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

#### 11.10 Governing Law; Venue.

This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the OAG.

GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue of the suit, action or proceeding.

- 11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this Grant Contract who will be working on any matter covered by this Grant Contract.
- 11.12 No Use of Grant Money for Lobbying. GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office. GRANTEE represents and warrants that OAG'S payments to GRANTEE and GRANTEE'S receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.
- **11.13 Dispute Resolution Process.** The dispute resolution process provided for in Chapter 2009 of the Texas Government Code shall be used to resolve any dispute arising under this Grant Contract including specifically any alleged breach of the Contract by OAG.
- 11.14 Child Support Obligation Affirmation. GRANTEE represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

- **11.15 Excluded Parties.** GRANTEE certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
- 11.16 Executive Head of a State Agency Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of the OAG, (3) a person who employs a current or former executive head of the OAG.
- **11.17 Political Polling Prohibition.** GRANTEE represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
- **11.18 Financial Participation Prohibited Affirmation.** Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that the contract may be terminated and all payments withheld if this certification is inaccurate.
- **11.19 Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.
- **11.20 Prior Disaster Relief Contract Violation**. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.
- 11.21 Cybersecurity Training Program. All GRANTEES must complete a cybersecurity training. If the GRANTEE is a local unit of government, GRANTEE represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If the GRANTEE has access to any state computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with Section 2054.5192 of the Government Code.
- **11.22 Debarment and Suspension**. GRANTEE certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

- 11.23 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations. GRANTEE represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
- 11.24 Legal Authority. GRANTEE represents that it possesses legal authority to enter into this Grant Contract. A resolution, motion or similar action has been duly adopted or passed as an official act of the GRANTEE'S governing body, authorizing the execution of the Grant Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with the Grant Contract and to provide such additional information as may be required.
- 11.25 Limitations on Grants to Units of Local Government. GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:
  - a. Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
  - b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
  - c. Sections 2113.012 and 2113.101 of the Texas Government Code
- **11.26 Open Meetings**. If the GRANTEE is a governmental entity, GRANTEE represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.
- 11.27 COVID-19 Documentation. Pursuant to Texas Health and Safety Code, Section 161.0085(c), a business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. To the extent applicable, Grantee represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085 and is eligible, pursuant to that section, to receive a grant or otherwise enter into a contract payable with state funds.
- **11.28 Public Camping Ban.** GRANTEE certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code § 364.003. If GRANTEE is currently being sued under the provisions of Local Government Code § 364.003, or is sued under this section at any point during the duration of this grant, GRANTEE must immediately disclose the lawsuit and its current posture to the OAG.

- **11.29 Disaster Recovery Plan.** Upon request of OAG, GRANTEE shall provide the descriptions of its business continuity and disaster recovery plans.
- **11.30 Discrimination Prohibited.** To the extent applicable, in accordance with Section 2105.004 of the Texas Government Code, GRANTEE represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.
- 11.31 Force Majeure. Neither GRANTEE nor OAG shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, epidemics or pandemics, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

#### SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

- **12.1 Construction of Contract.** The provisions of Section 1 are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.
- 12.2 Entire Agreement, including All Exhibits. This Grant Contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits.
- **12.3 Amendment.** This Grant Contract shall not be modified or amended except in writing, signed by both Parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.
- **12.4 Partial Invalidity.** If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. It is the intent and agreement of the Parties to this Grant Contract that the resulting Grant Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves

the same objective. All other provisions of the Grant Contract will continue in full force and effect.

- 12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.
- **12.6 Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Grant Contract only in their official capacity.
- **12.7 Signature Authority.** The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective Parties.
- **12.8 False Statements.** GRANTEE agrees and acknowledges that if GRANTEE signs the Grant Contract with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Grant Contract, or any documents submitted in connection with the Grant Contract, then GRANTEE will be in default under the Grant Contract and OAG may terminate or void the Grant Contract.

### <u>IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS</u> CONTRACT.

OFFICE OF THE ATTORNEY GENERAL	Williamson County	
Printed Name: Office of the Attorney General	Printed Name: Bill Gravell Authorized Official	

#### SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-01837

#### **EXHIBIT A**

<b>Population Size:</b>	Large	
-		

The total liability of the OAG for any type of liability directly or indirectly arising out of this Grant Contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

Annual Cost for Jail	Annual Cost for Courts	MAXIMUM REIMBURSABLE COSTS
\$26,747.95	\$4,445.87	\$31,193.82

The annual costs listed above will be billed by the Vendor on a quarterly basis pursuant to the terms of Participating entity Service Agreement (Exhibit B). The OAG is not obligated to pay for services prior to the commencement or after the termination of this Grant Contract.

#### EXHIBIT B

#### FIFTH CONTRACT RENEWAL

PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

#### Contract No.

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with **Appriss Insights**, **LLC**. ("Vendor") as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS [NAMED ENTITY] as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. [INSERT CONTRACT NUMBER] under which VENDOR would provide SAVNS to [NAMED ENTITY] (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the [NAMED ENTITY] to, in its sole and absolute discretion, renew the Contract to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG amended the OAG Certification Agreement, extending the term thereof to August 31, 2025;

NOW, THEREFORE, THIS **FIFTH CONTRACT RENEWAL** is exercised by [NAMED ENTITY] as follows:

The Contract terminated on August 31, 2023, and was renewed through August 31, 2024. The Contract is hereby renewed, with this Fifth Contract Renewal Term ("Fifth Renewal Term") to begin on September 1, 2024 and end of August 31, 2025 at a cost up to \$(ENTER DOLLAR AMOUNT) for services during the Fifth Renewal Term. Pursuant to Section 1 of the Contract, this Fifth Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

# Name Title Name Date Title Name Title Name Title

#### **DocuSign**

**Certificate Of Completion** 

Envelope Id: 94CC334F19EC491FA18AC18DF33655D7

Subject: Please DocuSign: FY 2025 SAVNS Grant Contract

Template ID:

Template ID Usage Tracking:
Division Designed Templates:
Template ID Usage Tracking - List 2:
Division Designed Templates - List 2:

Source Envelope:

Document Pages: 26 Signatures: 0
Certificate Pages: 7 Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Disabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Lauren Sellers PO Box 12548

Status: Sent

Austin, TX 78711-2548

Lauren.Sellers@oag.texas.gov IP Address: 136.62.220.35

**Record Tracking** 

Status: Original Holder: Lauren Sellers

Lauren.Sellers@oag.texas.gov

Location: DocuSign

Signer Events

**Signature** 

**Timestamp** 

Bill Gravell ctyjudge@wilco.org

Security Level: Email, Account Authentication

(None)

Sent: 9/20/2024 8:46:22 AM Viewed: 9/20/2024 12:59:48 PM

**Electronic Record and Signature Disclosure:** 

Accepted: 9/20/2024 12:59:48 PM

9/20/2024 8:46:07 AM

ID: a0c8eacb-db54-4252-8448-2eb00c3eab26

Grants Administration Division Chief

Signing Group: Grants Administration Division Chief

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Crime Victim Services - Director

Signing Group: Crime Victim Services - Director

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

GCD Attorneys

Signing Group: GCD Attorneys

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Budget Analysts (Non-CS)

Signing Group: Budget Analysts (Non-CS)
Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Signer Events Signature Timestamp

Not Offered via DocuSign

Deputy Attorney General for Criminal Justice

Signing Group: Deputy Attorney General for Criminal

Justice

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Accounting - DocuSign Contracts

ACC\_DocuSign\_Contracts@oag.texas.gov

Victoria Ojeda

Victoria Ojeda@oag.texas.gov

Christina Cisneros

Christina.Cisneros@oag.texas.gov

Signing Group: Accounting - DocuSign Contracts

Inbox

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

**GCD Contracts** 

GCDContracts@oag.texas.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 2/14/2024 9:28:00 AM

ID: eecf43d8-1763-44c6-85c7-b376774aebfc

**GAD Contract Box** 

GADContracts@oag.texas.gov

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Summary Events Envelope Sent	Status Hashed/Encrypted	<b>Timestamps</b> 9/20/2024 8:46:23 AM



#### **CONSUMER DISCLOSURE**

From time to time, Office of the Attorney General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

#### Electronic signature

An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

#### **Security standards**

DocuSign provides security assurance with enterprise-wide ISO 27001:2013 certification, xDTM compliance, as well as SSAE 16, SOC 1 Type 2, SOC 2 Type 2 reports. DocuSign delivers data confidentiality with application level AES 256 bit encryption.

#### Sending information to and receiving information from us

The Public Information Act, chapter 552 of the Texas Government Code, applies to all information we send and receive. The Public Information Act protects information from public disclosure if it is confidential by any law or rule. If we receive a written request for information, the Public Information Act requires us to publicly disclose requested information that is not confidential by law or rule or otherwise excepted from public disclosure. If you receive any information from us in error, you are not authorized to read, print, retain, copy, or disseminate the information. Any information you receive in error may be confidential information that cannot be disclosed without violating the criminal provisions of the Public Information Act or Texas Penal Code section 39.06. If you receive information in error, please immediately send an e-mail to servicedesk@oag.texas.gov to notify us of the error and delete all copies of the information you received.

#### Getting paper copies

At any time, you may request from us a paper copy of any record we provided or made available electronically to you through the DocuSign system. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

#### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### How to contact Office of the Attorney General

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: servicedesk@oag.texas.gov

#### To advise Office of the Attorney General of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@oag.texas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

#### To request paper copies from Office of the Attorney General

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Office of the Attorney General

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

#### Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net. DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

#### Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.

#### **Commissioners Court - Regular Session**

Meeting Date: 10/01/2024

West Arena New-P635\_Bartlett Cocke-Amended\_CMAR1

Submitted For: Dale Butler Submitted By: Christy Matoska, Facilities Managemen

34.

**Department:** Facilities Management **Agenda Category:** Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action on the First Amendment to Contract for Construction Manager At-Risk ("CMAR") Project Delivery between Williamson County and Bartlett-Cocke General Contractors, LLC. (P635).

#### **Background**

Bartlett-Cocke General Contractors was awarded the CMAR on June 25th, 2024 per 24RFP48. This First Amendment to Contract for CMAR Project Delivery is made to revise provisions under Agreements, I. Amendments: A. Subsection 7.2.1 of the Contract shall be amended as follows: At a time to be mutually agreed upon by County and CMAR and in consultation with A/E, CMAR shall prepare a GMP proposal for County's review and acceptance. The GMP in the proposal shall be the sum of CMAR's estimate of the Cost of the Work and the CMAR's Fee, B. Subsection 7.2.4 of the Contract shall be amended as follows: In preparing the GMP proposal, CMAR shall set out an Owner's Contingency for reference purposes only.

#### Missing Custom Expenditures Program, please contact Destiny Software

#### **Fiscal Impact**

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

West Arena New-P635 BC-Amended CMAR

#### Form Review

Inbox Reviewed By Date

 Hal Hawes
 Hal Hawes
 09/26/2024 09:36 AM

 County Judge Exec Asst.
 Becky Pruitt
 09/26/2024 10:10 AM

Form Started By: Christy Matoska Started On: 09/26/2024 08:28 AM Final Approval Date: 09/26/2024

# FIRST AMENDMENT TO CONTRACT FOR CONSTRUCTION MANAGER AT-RISK ("CMAR") PROJECT DELIVERY

THIS FIRST AMENDMENT TO CONTRACT FOR CONSTRUCTION MANAGER AT-RISK PROJECT DELIVERY ("Amendment") is made and entered into by and between Williamson Owner, Texas ("Owner") and Bartlett Cocke General Contractors, LLC ("CMAR") and being collectively referred to herein as the "Parties".

#### **RECITALS**

WHEREAS, the Parties executed that certain contract entitled CONTRACT FOR CONSTRUCTION MANAGER AT-RISK PROJECT DELIVERY ("Contract") relating to the Expo Center – West Arena New, Pavilion, Parking Lot Expansion Project, which became effective as of June 25, 2024;

WHEREAS, it has become necessary to amend the Contract;

**NOW, THEREFORE**, premises considered, the Parties agree that the Contract is amended as follows:

#### **AGREEMENTS**

#### I. Amendments

#### **A. Subsection 7.2.1** of the Contract shall be amended as follows:

At a time to be mutually agreed upon by County and CMAR and in consultation with A/E, CMAR shall prepare a GMP proposal for County's review and acceptance. The GMP in the proposal shall be the sum of CMAR's estimate of the Cost of the Work and the CMAR's Fee.

#### **B.** Subsection 7.2.4 of the Contract shall be amended as follows:

In preparing the GMP proposal, CMAR shall set out an Owner's Contingency for reference purposes only.

#### II. Authority

Each party hereto represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Contract; and, furthermore, the Contract and this Amendment are the valid, binding and enforceable obligations of such party.

#### III. Terms of Contract Control and Extent of Amendment

WILLIAMSON COUNTY, TEXAS (Owner)

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

**IN WITNESS WHEREOF**, the 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.

By:	
Printe	ed Name:
Title:	As Presiding Officer, Williamson Owner Commissioners Court
Date:	, 20
	TLETT COCKE GENERAL CONTRACTORS, LLC (CMAR)
By:_	an an
Printe	ed Name: Sean Stevens
Title:	Vice President of Operations
Date	September 25 20 24

**Meeting Date:** 10/01/2024

Approval of Amendment for Williamson County Master Service Agreement for the Brandt Companies, LLC to provide electrical service for Facilities Management

Submitted By: Theresa Gross, Purchasing

**Department:** Purchasing

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action approving an amendment to the Master Services Agreement (MSA) for the Brandt Companies, LLC extending the contract for electrical service from September 21, 2024, to September 20, 2025, as per Choice Partners Coop Contract # 22/049MF-15, in the not-to-exceed amount of \$500,000.00, and authoring execution of the amendment.

#### **Background**

Due to the contract for Williamson County Master Service Agreement for the Brandt Companies, LLC, expiring September 21, 2024, the amendment extends past the expiration date to September 20, 2025. The Original contract was approved on January 31, 2024. The original contract included a pricing rate sheet. Due to potential volatile pricing during the contract term, this agreement allows for more flexible pricing without additional amendments. However, each time a Purchase Order is issued, pricing and coop contract verification will occur at that time. Funding source is 01.0100.0509.004509 or 01.0100.0509.004510. Point of contact is Shantil Moore Facilities Management.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Amendment

TEC 1295

#### Form Review

Inbox Reviewed By Dat

Purchasing (Originator) Joy Simonton 09/26/2024 11:32 AM
County Judge Exec Asst. Becky Pruitt 09/26/2024 11:33 AM

Form Started By: Theresa Gross Final Approval Date: 09/26/2024

Started On: 09/26/2024 09:17 AM

## AMENDMENT TO WILLIAMSON COUNTY MASTER SERVICE AGREEMENT

THE BRANDT COMPANIES, LLC - ELECTRICAL

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 AMENDMENT TO WILLIAMSON COUNTY MASTER SERVICE AGREEMENT ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and The Brandt Companies, LLC ("Service Provider"), both of which are referred to herein as the parties.

**WHEREAS**, the County and Service Provider entered into a Master Service Agreement, dated effective January 31, 2024 (the "MSA"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

**WHEREAS**, the Parties desires to amend the MSA to modify the fixed rate of compensation and to include FEMA contract provisions.

**NOW THEREFORE**, the Parties agree that the MSA is amended as follows:

#### **AMENDMENT**

I. Section III. Consideration and Compensation of the MSA shall be amended as follows:

<u>Consideration and Compensation</u>: Service Provider will be compensated based on a fixed rate as set out in the cooperative purchasing contract (22/049MF-15). The not-to-exceed amount under this MSA is <u>Five Hundred Thousand Dollars</u> (\$500,000) per term, unless amended and approved by Williamson County Commissioners Court.

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 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.

II. Section XXI. <u>Entire Contract & Incorporated Documents</u>; Conflicting Terms of the MSA shall be amended as follows:

Entire Contract & Incorporated Documents: The MSA constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this MSA include the following:

- A. The cooperative purchasing contract (22/049MF-15); and
- B. FEMA Addendum ("Exhibit A");
- C. Insurance certificates evidencing coverage required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this MSA 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 to this MSA.

- III. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the MSA; and, furthermore, the MSA and this Amendment are the valid, binding, and enforceable obligations of such party.
- IV. All other terms of the MSA which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the 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:	THE BRANDT COMPANIES, LLC:		
	Chelon 1		
Authorized Signature	Authorized Signature		
	_Jordan Green, VP of Operations		
County Judge/Presiding Officer	Printed Name		
Date:	Date: 9/24/2024		



## WILLIAMSON COUNTY ADDENDUM FOR FEMA RELATED PURCHASES (Required FEMA Contract Provisions)

THE UNDERSIGNED CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING FEMA REQUIRED CONTRACT PROVISIONS TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE UNDER THE CONTRACT DESCRIBED HEREINBELOW, WHICH IS BETWEEN CONTRACTOR AND WILLIAMSON COUNTY, TEXAS ("County"). CONTRACTOR AND COUNTY HEREBY AGREE THE CONTRACT SHALL BE AMENDED TO INCORPORATE THE TERMS AND CONDITIONS OF THIS ADDENDUM. AS AMENDED, THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT ACCORDING TO ITS TERMS AND **AND** CONDITIONS. THIS ADDENDUM SUPERSEDES ANY ALL PRIOR UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER. IN THE EVENT THERE IS A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THE CONTRACT AND THE TERMS AND CONDITIONS OF THIS ADDENDUM, THE FOLLOWING TERMS AND CONDITIONS OF THIS ADDENDUM SHALL CONTROL:

#### SECTION I. TERMINATION

- a. Termination for Cause: The County reserves the right to terminate the Contract for default if Contractor breaches any of the Contract specifications, terms and conditions, including warranties of the Contractor, if any, or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- b. Termination for Convenience: The County may terminate the Contract for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to Contractor. The County reserves the right to extend this period if it is in the best interest of the County. In the

event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

#### SECTION II. EQUAL EMPLOYMENT OPPORTUNITY

- a. The following Section (Equal Employment Opportunity) is applicable for construction contracts.
  - i. <u>Construction Work</u>. The regulation at 41 C.F.R.§60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- b. During the performance of this Contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to

instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- 4. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued

pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program

with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### SECTION III. DAVIS-BACON ACT (Applicable for Construction Contracts over \$2,000)

- a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

### SECTION IV. COPELAND ANTI-KICKBACK ACT (Applicable for Construction Contacts over \$2,000)

- a. <u>Contractor</u>. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C.§3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- b. <u>Subcontracts</u>. The Contractor or its subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
- c. <u>Breach</u>. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in C.F.R. § 5.122.

#### SECTION V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. The following Section (Contract Work Hours and Safety Standards Act) is applicable for contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers.
- b. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.
- d. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.
- e. <u>Subcontracts</u>. The Contractor or its subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (e) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any of its subcontractors or lower tier subcontractors with the clauses set forth in paragraphs (b) through (e) of this section.

## SECTION VI. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (Applicable to Contracts over \$150,000)

#### a. Clean Air Act:

- i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- ii. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office.

iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

#### b. Federal Water Pollution Act:

- i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq*.
- ii. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office.
- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

#### SECTION VII. DEBARMENT AND SUSPENSION (Applicable to Contracts over \$25,000)

- a. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to the remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

#### SECTION VIII. BYRD ANTI-LOBBYING AMENDMENT (Applicable to Contracts over \$100,000)

a. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification with the County. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier

up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

## SECTION IX. PROCUREMENT OF RECOVERED MATERIALS (Applicable to Contracts over \$10,000 and involves use of certain materials designated by EPA)

- a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
- c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## SECTION X. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. <u>Definitions</u>. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

#### b. Prohibitions:

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. §200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan agreement from the Federal Emergency Management Agency to:
  - 1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical

- technology of any system, or as critical technology of any system;
- Enter into, extend, or renew a contact to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- 3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- 4. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

#### c. Exceptions:

- i. This clause does not prohibit contractors from providing:
  - 1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
  - 1. Covered telecommunications equipment or services that:
    - a. Are not used as a substantial or essential component of any system; and
    - b. Are not used as critical technology of any system.
  - 2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

#### d. Reporting Requirement.

i. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contact performance, or the Contractor is notified of such by a subcontractor as any tier or by any other source, the Contractor shall

report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contact are established procedures for reporting the information.

- ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:
  - 1. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known) supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number; or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - 2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission od covered telecommunications equipment or services.
- e. <u>Subcontracts</u>. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

#### SECTION XI. DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- b. For purposes of the clause:
  - i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastic and polymer-based products such as polyvinyl chloride pipe;

aggregates such as concrete; glass, including optical fiber; and lumber.

Contract:			
Name of Contract:			
Effective Date of Contract:	, 20		
Williamson County Solicitation (if appl	icable):		
WITNESS that this Addendum shall be below.	e effective as of the date of the last party's execution		
WILLIAMSON COUNTY:	CONTRACTOR:		
Authorized Signature	The Brandt Companies, LLC Name of Contractor		
Printed Name	Authorized Signature		
Date:, 20	<u>Jordan Green, VP of Opera</u> tions Printed Name		
	Date: <u>September 24th</u> , 2024		

#### **CERTIFICATE OF INTERESTED PARTIES**

FORM 1295

1 of 1

_	<u> </u>	CONTRACT OF THE CONTRACT OF TH				
	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.		250000	OFFICE USE		
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.			Certificate Number: 2024-1212283		
	The Brandt Companies			2024-1212200		
2	Pflugerville, TX United States		Date Filed: 09/10/2024			
2	Name of governmental entity or state agency that is a party to the being filed.	contract for which the form is	05/10	03/20/2027		
	Williamson County		Date	ate Acknowledged:		
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provided	y or state agency to track or identify ed under the contract.	the co	ontract, and prov	ide a	
	2023169					
	HVAC, Electrical, Plumbing, Boiler and BAS Controls Services	•				
4				Nature of	interest	
ě	Name of Interested Party	City, State, Country (place of busine	ess)	(check ap		
_				Controlling	Intermediary	
_		***	_			
	***					
		10 No. 100				
		0.100	8			
_	2 22		3			
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION	-				
	My name is	, and my date of	birth is		150 150	
	My address is					
	(street)	(city) (st	tate)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct	ı.				
	Executed inCounty	, State of Texas, on the	10th (	day of <u>Septem</u>	ber <sub>20</sub> 24 . (year)	
		Signature an authorized agent of con	traction	business entity		
		(Declarant)				

#### **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties.			OFFICE USE	
	Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			RTIFICATION	OF FILING
1	Name of business entity filing form, and the city, state and count of business.	ry of the business entity's place		tificate Number: 4-1212283	
	The Brandt Companies				
	Pflugerville, TX United States			e Filed:	
2	Name of governmental entity or state agency that is a party to the being filed.	e contract for which the form is	09/	10/2024	
	Williamson County			e Acknowledged: 25/2024	
	Duranida the identification who were but the grown and least				:.d
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided		entity the o	contract, and prov	vide a
	2023169				
	HVAC, Electrical, Plumbing, Boiler and BAS Controls Services	5			
4				Nature of	
	Name of Interested Party	City, State, Country (place of b	usiness)	(check ap	
				Controlling	Intermediary
				-	
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is	, and my da	te of birth i	is	
	My address is		,	,	,
	(street)	(city)	(state)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct	t.			
	Executed inCounty	v, State of, or	the	_day of	, 20
				(month)	
		Signature of authorized agent o	f contractir	ng business entity	
		(Declarant)			

**Meeting Date:** 10/01/2024

Approval of Amendment for Williamson County Master Service Agreement for the Brandt Companies, LLC to provide HVAC service for Facilities Management

Submitted By: Theresa Gross, Purchasing

**Department:** Purchasing

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action approving an amendment for the Brandt Companies, LLC extending the contract for HVAC service from September 21, 2024, to September 20, 2025, as per Choice Partners Coop Contract # 22/049MF-15, in the not-to-exceed amount of \$500,000.00, and authoring execution of the amendment.

#### **Background**

Due to the contract for Williamson County Master Service Agreement for the Brandt Companies, LLC, expiring September 21, 2024, the amendment extends past the expiration date to September 20, 2025. The Original contract was approved on January 31, 2024. The original contract included a pricing rate sheet. Due to potential volatile pricing during the contract term, this agreement allows for more flexible pricing without additional amendments. However, each time a Purchase Order is issued, pricing and coop contract verification will occur at that time. Funding source is 01.0100.0509.004509 or 01.0100.0509.004510. Point of contact is Shantil Moore Facilities Management.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Amendment

TEC 1295

#### Form Review

Started On: 09/26/2024 09:22 AM

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 09/26/2024 11:33 AM
County Judge Exec Asst. Becky Pruitt 09/26/2024 11:34 AM

Form Started By: Theresa Gross Final Approval Date: 09/26/2024

## AMENDMENT TO WILLIAMSON COUNTY MASTER SERVICE AGREEMENT

THE BRANDT COMPANIES, LLC - HVAC

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 AMENDMENT TO WILLIAMSON COUNTY MASTER SERVICE AGREEMENT ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and The Brandt Companies, LLC ("Service Provider"), both of which are referred to herein as the parties.

**WHEREAS**, the County and Service Provider entered into a Master Service Agreement, dated effective January 31, 2024 (the "MSA"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

**WHEREAS**, the Parties desires to amend the MSA to modify the fixed rate of compensation and to include FEMA contract provisions.

**NOW THEREFORE**, the Parties agree that the MSA is amended as follows:

#### **AMENDMENT**

I. Section III. Consideration and Compensation of the MSA shall be amended as follows:

<u>Consideration and Compensation</u>: Service Provider will be compensated based on a fixed rate as set out in the cooperative purchasing contract (22/049MF-15). The not-to-exceed amount under this MSA is <u>Five Hundred Thousand Dollars</u> (\$500,000) per term, unless amended and approved by Williamson County Commissioners Court.

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 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.

II. Section XXI. <u>Entire Contract & Incorporated Documents</u>; Conflicting Terms of the MSA shall be amended as follows:

Entire Contract & Incorporated Documents: The MSA constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this MSA include the following:

- A. The cooperative purchasing contract (22/049MF-15); and
- B. FEMA Addendum ("Exhibit A");
- C. Insurance certificates evidencing coverage required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this MSA 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 to this MSA.

- III. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the MSA; and, furthermore, the MSA and this Amendment are the valid, binding, and enforceable obligations of such party.
- IV. All other terms of the MSA which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the 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:	THE BRANDT COMPANIES, LLC:		
	Industra		
Authorized Signature	Authorized Signature		
	Jordan Green, VP of Operations		
County Judge/Presiding Officer	Printed Name		
Date:	Date: 9/24/2024		



## WILLIAMSON COUNTY ADDENDUM FOR FEMA RELATED PURCHASES (Required FEMA Contract Provisions)

THE UNDERSIGNED CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING FEMA REQUIRED CONTRACT PROVISIONS TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE UNDER THE CONTRACT DESCRIBED HEREINBELOW, WHICH IS BETWEEN CONTRACTOR AND WILLIAMSON COUNTY, TEXAS ("County"). CONTRACTOR AND COUNTY HEREBY AGREE THE CONTRACT SHALL BE AMENDED TO INCORPORATE THE TERMS AND CONDITIONS OF THIS ADDENDUM. AS AMENDED, THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT ACCORDING TO ITS TERMS AND **AND** CONDITIONS. THIS ADDENDUM SUPERSEDES ANY ALL PRIOR UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER. IN THE EVENT THERE IS A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THE CONTRACT AND THE TERMS AND CONDITIONS OF THIS ADDENDUM, THE FOLLOWING TERMS AND CONDITIONS OF THIS ADDENDUM SHALL CONTROL:

#### SECTION I. TERMINATION

- a. Termination for Cause: The County reserves the right to terminate the Contract for default if Contractor breaches any of the Contract specifications, terms and conditions, including warranties of the Contractor, if any, or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- b. Termination for Convenience: The County may terminate the Contract for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to Contractor. The County reserves the right to extend this period if it is in the best interest of the County. In the

event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

#### SECTION II. EQUAL EMPLOYMENT OPPORTUNITY

- a. The following Section (Equal Employment Opportunity) is applicable for construction contracts.
  - i. <u>Construction Work</u>. The regulation at 41 C.F.R.§60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- b. During the performance of this Contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to

instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- 4. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued

pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program

with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### SECTION III. DAVIS-BACON ACT (Applicable for Construction Contracts over \$2,000)

- a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

### SECTION IV. COPELAND ANTI-KICKBACK ACT (Applicable for Construction Contacts over \$2,000)

- a. <u>Contractor</u>. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C.§3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- b. <u>Subcontracts</u>. The Contractor or its subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
- c. <u>Breach</u>. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in C.F.R. § 5.122.

#### SECTION V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. The following Section (Contract Work Hours and Safety Standards Act) is applicable for contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers.
- b. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.
- d. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.
- e. <u>Subcontracts</u>. The Contractor or its subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (e) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any of its subcontractors or lower tier subcontractors with the clauses set forth in paragraphs (b) through (e) of this section.

## SECTION VI. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (Applicable to Contracts over \$150,000)

#### a. Clean Air Act:

- i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- ii. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office.

iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

#### b. Federal Water Pollution Act:

- i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq*.
- ii. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office.
- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

#### SECTION VII. DEBARMENT AND SUSPENSION (Applicable to Contracts over \$25,000)

- a. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to the remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

#### SECTION VIII. BYRD ANTI-LOBBYING AMENDMENT (Applicable to Contracts over \$100,000)

a. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification with the County. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier

up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

## SECTION IX. PROCUREMENT OF RECOVERED MATERIALS (Applicable to Contracts over \$10,000 and involves use of certain materials designated by EPA)

- a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
- c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## SECTION X. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. <u>Definitions</u>. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

#### b. Prohibitions:

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. §200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan agreement from the Federal Emergency Management Agency to:
  - 1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical

- technology of any system, or as critical technology of any system;
- Enter into, extend, or renew a contact to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- 3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- 4. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

#### c. Exceptions:

- i. This clause does not prohibit contractors from providing:
  - 1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
  - 1. Covered telecommunications equipment or services that:
    - a. Are not used as a substantial or essential component of any system; and
    - b. Are not used as critical technology of any system.
  - 2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

#### d. Reporting Requirement.

i. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contact performance, or the Contractor is notified of such by a subcontractor as any tier or by any other source, the Contractor shall

report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contact are established procedures for reporting the information.

- ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:
  - 1. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known) supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number; or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - 2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission od covered telecommunications equipment or services.
- e. <u>Subcontracts</u>. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

#### SECTION XI. DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- b. For purposes of the clause:
  - i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastic and polymer-based products such as polyvinyl chloride pipe;

aggregates such as concrete; glass, including optical fiber; and lumber.

Contract:			
Name of Contract:			
Effective Date of Contract:	, 20		
Williamson County Solicitation (if applicable):  WITNESS that this Addendum shall be effective as of the date of the last party's execution			
WITNESS that this Addendum shall b below.	e effective as of the date of the last party's execution		
WILLIAMSON COUNTY:	CONTRACTOR:		
Authorized Signature	The Brandt Companies, LLC Name of Contractor		
Printed Name	Authorized Signature		
Date:, 20	<u>Jordan Green, VP of Opera</u> tions Printed Name		
	Date: September 24th, 2024		

#### **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.		5500000	OFFICE USE		
1	Name of business entity filing form, and the city, state and country of business.	Certificate Number: 2024-1212283				
	The Brandt Companies Pflugerville, TX United States		Data	2		
2	Name of governmental entity or state agency that is a party to the	contract for which the form is		Date Filed: 09/10/2024		
:=:: \$	being filed.		- VII. (1000)			
SC.	Williamson County		Date	Acknowledged:		
3	Provide the identification number used by the governmental entity description of the services, goods, or other property to be provided	y or state agency to track or identify ed under the contract.	the co	ontract, and prov	ide a	
	2023169 HVAC, Electrical, Plumbing, Boiler and BAS Controls Services					
4	9 9 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		1	Nature of	27/27	
8	Name of Interested Party	City, State, Country (place of busine	ess)	(check ap		
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i.		00 - 100 mm				
	3 50		3		SS	
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) (st	ate)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct	í.				
	Executed in County.	, State of <u>Texas</u> , on the 1	Oth o	day of <u>Septem</u> (month)	ber20 24 . (year)	
		Signature a authorized agent of con	traction	business entity		
_		(Declarant)				

#### **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties.			OFFICE USE		
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.					OF FILING	
1	Name of business entity filing form, and the city, state and count of business.	ry of the business entity's place		Certificate Number: 2024-1212283		
	The Brandt Companies					
	Pflugerville, TX United States			e Filed:		
2	Name of governmental entity or state agency that is a party to the being filed.	e contract for which the form is	09/	10/2024		
	Williamson County			Date Acknowledged: 09/25/2024		
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3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided		entity the o	contract, and prov	vide a	
	2023169					
	HVAC, Electrical, Plumbing, Boiler and BAS Controls Services	5				
4				Nature of		
	Name of Interested Party	City, State, Country (place of b	usiness)	(check ap		
				Controlling	Intermediary	
				-		
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is	, and my da	te of birth i	is		
	My address is		,	,	,	
	(street)	(city)	(state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct	t.				
	Executed inCounty	v, State of, or	the	_day of	, 20	
				(month)		
		Signature of authorized agent o	f contractir	ng business entity		
		(Declarant)				

**Meeting Date:** 10/01/2024

Approval of Amendment for Williamson County Master Service Agreement for the Brandt Companies, LLC to provide Plumbing Service for Facilities Management

Submitted By: Theresa Gross, Purchasing

**Department:** Purchasing

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action approving an amendment for the Brandt Companies, LLC extending the contract for plumbing service from September 21, 2024, to September 20, 2025, and authoring execution of the amendment as per Choice Partners Coop Contract # 22/049MF-15, in the not-to-exceed amount of \$500,000.00, and authoring execution of the amendment.

#### **Background**

Due to the contract for Williamson County Master Service Agreement for the Brandt Companies, LLC, expiring September 21, 2024, the amendment extends past the expiration date to September 20, 2025. The Original contract was approved on January 31, 2024. The original contract included a pricing rate sheet. Due to potential volatile pricing during the contract term, this agreement allows for more flexible pricing without additional amendments. However, each time a Purchase Order is issued, pricing and coop contract verification will occur at that time. Funding source is 01.0100.0509.004509 or 01.0100.0509.004510. Point of contact is Shantil Moore Facilities Management.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Amendment

TEC 1295

#### Form Review

Inbox Reviewed By Dat

Purchasing (Originator) Joy Simonton 09/26/2024 11:36 AM County Judge Exec Asst. Becky Pruitt 09/26/2024 11:47 AM

Form Started By: Theresa Gross Final Approval Date: 09/26/2024

Started On: 09/26/2024 09:25 AM

## AMENDMENT TO WILLIAMSON COUNTY MASTER SERVICE AGREEMENT

THE BRANDT COMPANIES, LLC - PLUMBING

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 AMENDMENT TO WILLIAMSON COUNTY MASTER SERVICE AGREEMENT ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and The Brandt Companies, LLC ("Service Provider"), both of which are referred to herein as the parties.

**WHEREAS**, the County and Service Provider entered into a Master Service Agreement, dated effective January 31, 2024 (the "MSA"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

**WHEREAS**, the Parties desires to amend the MSA to modify the fixed rate of compensation and to include FEMA contract provisions.

**NOW THEREFORE**, the Parties agree that the MSA is amended as follows:

#### **AMENDMENT**

I. Section III. Consideration and Compensation of the MSA shall be amended as follows:

<u>Consideration and Compensation</u>: Service Provider will be compensated based on a fixed rate as set out in the cooperative purchasing contract (22/049MF-15). The not-to-exceed amount under this MSA is <u>Five Hundred Thousand Dollars</u> (\$500,000) per term, unless amended and approved by Williamson County Commissioners Court.

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 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.

II. Section XXI. <u>Entire Contract & Incorporated Documents</u>; Conflicting Terms of the MSA shall be amended as follows:

Entire Contract & Incorporated Documents: The MSA constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this MSA include the following:

- A. The cooperative purchasing contract (22/049MF-15); and
- B. FEMA Addendum ("Exhibit A");
- C. Insurance certificates evidencing coverage required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this MSA 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 to this MSA.

- III. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the MSA; and, furthermore, the MSA and this Amendment are the valid, binding, and enforceable obligations of such party.
- IV. All other terms of the MSA which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the 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:	THE BRANDT COMPANIES, LLC:		
	Chelles		
Authorized Signature	Authorized Signature		
County Judge/Presiding Officer	<u>Jordan Green, VP of Oper</u> ations Printed Name		
Date:	Date: _9/24/2024		



# WILLIAMSON COUNTY ADDENDUM FOR FEMA RELATED PURCHASES (Required FEMA Contract Provisions)

THE UNDERSIGNED CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING FEMA REQUIRED CONTRACT PROVISIONS TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE UNDER THE CONTRACT DESCRIBED HEREINBELOW, WHICH IS BETWEEN CONTRACTOR AND WILLIAMSON COUNTY, TEXAS ("County"). CONTRACTOR AND COUNTY HEREBY AGREE THE CONTRACT SHALL BE AMENDED TO INCORPORATE THE TERMS AND CONDITIONS OF THIS ADDENDUM. AS AMENDED, THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT ACCORDING TO ITS TERMS AND **AND** CONDITIONS. THIS ADDENDUM SUPERSEDES ANY ALL PRIOR UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER. IN THE EVENT THERE IS A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THE CONTRACT AND THE TERMS AND CONDITIONS OF THIS ADDENDUM, THE FOLLOWING TERMS AND CONDITIONS OF THIS ADDENDUM SHALL CONTROL:

#### SECTION I. TERMINATION

- a. Termination for Cause: The County reserves the right to terminate the Contract for default if Contractor breaches any of the Contract specifications, terms and conditions, including warranties of the Contractor, if any, or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- b. Termination for Convenience: The County may terminate the Contract for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to Contractor. The County reserves the right to extend this period if it is in the best interest of the County. In the

event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

#### SECTION II. EQUAL EMPLOYMENT OPPORTUNITY

- a. The following Section (Equal Employment Opportunity) is applicable for construction contracts.
  - i. <u>Construction Work</u>. The regulation at 41 C.F.R.§60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- b. During the performance of this Contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to

instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- 4. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued

pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program

with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### SECTION III. DAVIS-BACON ACT (Applicable for Construction Contracts over \$2,000)

- a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

### SECTION IV. COPELAND ANTI-KICKBACK ACT (Applicable for Construction Contacts over \$2,000)

- a. <u>Contractor</u>. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C.§3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- b. <u>Subcontracts</u>. The Contractor or its subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
- c. <u>Breach</u>. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in C.F.R. § 5.122.

#### SECTION V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. The following Section (Contract Work Hours and Safety Standards Act) is applicable for contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers.
- b. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.
- d. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.
- e. <u>Subcontracts</u>. The Contractor or its subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (e) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any of its subcontractors or lower tier subcontractors with the clauses set forth in paragraphs (b) through (e) of this section.

### SECTION VI. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (Applicable to Contracts over \$150,000)

#### a. Clean Air Act:

- i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- ii. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office.

iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

#### b. Federal Water Pollution Act:

- i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq*.
- ii. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office.
- iii. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

#### SECTION VII. DEBARMENT AND SUSPENSION (Applicable to Contracts over \$25,000)

- a. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to the remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

#### SECTION VIII. BYRD ANTI-LOBBYING AMENDMENT (Applicable to Contracts over \$100,000)

a. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification with the County. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier

up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

### SECTION IX. PROCUREMENT OF RECOVERED MATERIALS (Applicable to Contracts over \$10,000 and involves use of certain materials designated by EPA)

- a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
- c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### SECTION X. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. <u>Definitions</u>. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

#### b. Prohibitions:

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. §200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan agreement from the Federal Emergency Management Agency to:
  - 1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical

- technology of any system, or as critical technology of any system;
- Enter into, extend, or renew a contact to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- 3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- 4. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

#### c. Exceptions:

- i. This clause does not prohibit contractors from providing:
  - 1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
  - 1. Covered telecommunications equipment or services that:
    - a. Are not used as a substantial or essential component of any system; and
    - b. Are not used as critical technology of any system.
  - 2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

#### d. Reporting Requirement.

i. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contact performance, or the Contractor is notified of such by a subcontractor as any tier or by any other source, the Contractor shall

report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contact are established procedures for reporting the information.

- ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:
  - 1. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known) supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number; or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - 2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission od covered telecommunications equipment or services.
- e. <u>Subcontracts</u>. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

#### SECTION XI. DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- b. For purposes of the clause:
  - i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastic and polymer-based products such as polyvinyl chloride pipe;

aggregates such as concrete; glass, including optical fiber; and lumber.

Contract:	
Name of Contract:	
Effective Date of Contract:	, 20
Williamson County Solicitation (if appl	icable):
WITNESS that this Addendum shall be below.	e effective as of the date of the last party's execution
WILLIAMSON COUNTY:	CONTRACTOR:
Authorized Signature	The Brandt Companies, LLC Name of Contractor
Printed Name	Authorized Signature
Date:, 20	<u>Jordan Green, VP of Operations</u> Printed Name
	Date: <u>September 24th</u> , 2024

#### **CERTIFICATE OF INTERESTED PARTIES**

FORM 1295

1 of 1

_	<u> </u>	CONTRACT OF THE CONTRACT OF TH			
	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.		250000	OFFICE USE	
1	Name of business entity filing form, and the city, state and count of business.	ry of the business entity's place	business entity's place Certificate Number: 2024-1212283		
	The Brandt Companies				
2	Pflugerville, TX United States			Filed: 0/2024	
2	Name of governmental entity or state agency that is a party to the being filed.	contract for which the form is	03/10/2024		
	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.				
	2023169				
	HVAC, Electrical, Plumbing, Boiler and BAS Controls Services	•			
4				Nature of	interest
ě	Name of Interested Party	City, State, Country (place of busine	ess)	(check ap	
_				Controlling	Intermediary
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		10 No. 100			
		0.100	8		
_	3. 50		3		
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION	-			
	My name is	, and my date of	birth is		150 150
	My address is				
	(street)	(city) (st	tate)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct	ı.			
	Executed inCounty	, State of Texas, on the	10th (	day of <u>Septem</u>	ber <sub>20</sub> 24 . (year)
		Signature a authorized agent of con	traction	business entity	
		(Declarant)			

#### **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties.			OFFICE USE		
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.					OF FILING	
1	Name of business entity filing form, and the city, state and count of business.	ry of the business entity's place		Certificate Number: 2024-1212283		
	The Brandt Companies					
	Pflugerville, TX United States			e Filed:		
2	Name of governmental entity or state agency that is a party to the being filed.	e contract for which the form is	09/	10/2024		
	Williamson County			Date Acknowledged: 09/25/2024		
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3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided		entity the o	contract, and prov	vide a	
	2023169					
	HVAC, Electrical, Plumbing, Boiler and BAS Controls Services	5				
4				Nature of		
	Name of Interested Party	City, State, Country (place of b	usiness)	(check ap		
				Controlling	Intermediary	
				-		
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is	, and my da	te of birth i	is		
	My address is		,	,	,	
	(street)	(city)	(state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct	t.				
	Executed inCounty	v, State of, or	the	_day of	, 20	
				(month)		
		Signature of authorized agent o	f contractir	ng business entity		
		(Declarant)				

#### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024

2013 Road Bond Memo

Submitted By: Roxanne Salone, County Auditor

**Department:** County Auditor

Agenda Category: Regular Agenda Items

#### Information

38.

#### Agenda Item

Discuss, consider, and take appropriate action on approving a 2013 Road Bond Transfer to move \$12,898.60 from P290 (2013 Road Bond Non-Departmental) to P258 (IH-35 Study RM 1431 & SH 45).

#### **Background**

This transfer is necessary to cover the county's portion (20%) of the final invoice and then close P258 (IH-35 STUDY RM 1431 & SH 45).

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

2013 Road Bond Memo

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 11:35 AM

Form Started By: Roxanne Salone Started On: 09/26/2024 10:23 AM Final Approval Date: 09/26/2024

Ms. Roxanne Salone Williamson County Auditor's Office Historic County Courthouse 710 Main Street, Ste. 301 Georgetown, TX 78626



September 18, 2024

Re: 2013 Road Bond Budget Allocation

Dear Ms. Roxanne,

Please make the following budget adjustment so the County may pay the final invoice on this 2013 Road Bond Program project:

• Move \$12,898.60 from P290 2013 Unallocated Interest to P258 IH-35 Operational Study to cover the County's portion (20%) of the final invoice. The remaining 80% will be paid by TxDOT. Following payment of the final invoice, close P258.

If you have any questions, please let me know.

Thank you.

Christen Eschberger Christen A. Eschberger, P.E.

Cc: Pam Navarrette, Williamson County Auditor's Office

Julie Kiley, Williamson County Auditor's Office

Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure

Kate Wilder, P.E., HNTB Marie Walters, HNTB

#### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024

2019 Road Bond Transfer

Submitted By: Roxanne Salone, County Auditor

**Department:** County Auditor

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action on approving a 2019 Road Bond Transfer to move \$100,000 from P399 (2019 Road Bond Non-Departmental) to P382 (Atlas 14 Mapping).

#### **Background**

Please see the attached memo for further information.

#### **Fiscal Impact**

From	Acct No.	Description	Amount

#### **Attachments**

2019 Road Bond Memo

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 11:35 AM

Form Started By: Roxanne Salone Final Approval Date: 09/26/2024

Started On: 09/26/2024 10:09 AM

39.

Ms. Roxanne Salone Williamson County Auditor's Office Historic County Courthouse 710 Main Street, Ste. 301 Georgetown, TX 78626

**HNTB** 

September 18, 2024

Re: 2019 Road Bond Budget Allocation

Dear Ms. Salone,

Please make the following budget adjustment to account for additional requested efforts supporting this 2019 Road Bond Program project:

Move \$100,000.00 from P399 2019 Unallocated Interest to P382 Atlas 14 Mapping.

If you have any questions, please let me know.

Thank you.

Christen Eschberger Christen Eschberger, P.E.

Cc: Pam Navarrette, Williamson County Auditor's Office

Julie Kiley, Williamson County Auditor's Office

Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure

Kate Wilder, P.E., HNTB Marie Walters, HNTB

#### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024

2023 Road Bond Transfer

Submitted By: Roxanne Salone, County Auditor

**Department:** County Auditor

Agenda Category: Regular Agenda Items

#### Information

40.

#### Agenda Item

Discuss, consider, and take appropriate action on approving a 2023 Road Bond Transfer to move \$18,200,000 from P659 (Eagles Nest Street - Round Rock) to P698 (Eagles Nest Street - Round Rock Phase II).

#### **Background**

Transfer of funds is necessary to create P698 (Eagles Nest Street - Round Rock Phase II). The scope of the project has not changed. The project is just being split into two phases with different construction timeframes.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

2023 Road Bond Memo

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 11:31 AM

Form Started By: Roxanne Salone Started On: 09/26/2024 10:41 AM Final Approval Date: 09/26/2024

Round Rock, TX 78664

Ms. Roxanne Salone Williamson County Auditor's Office Historic County Courthouse 710 Main Street, Ste. 301 Georgetown, TX 78626

**HNTB** 

September 18, 2024

Re: 2023 Road Bond Budget Adjustment

Dear Ms. Salone,

Please make the budget adjustments shown below. These will account for the City of Round Rock splitting the Eagles Nest Extension project into two phases with different construction timeframes, as identified in the draft Interlocal Agreement currently under review.

- Move \$18,200,000.00 from P659 Eagles Nest Extension to a new P# identified as Eagles Nest Extension Phase 2 from Mays Street to Chisholm Trail Road.
- Rename P659 Eagles Nest Extension to Eagles Nest Extension Phase 1 from Cypress Boulevard to Mays Street, with a remaining budget of \$4,200,000.00.

If you have any questions, please let me know.

Thank you.

Christen Eschberger, P.E.

Christen Eschberger

Cc: Jalyn Morris, Williamson County Auditor's Office
Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Kate Wilder, P.E., HNTB
Marie Walters, HNTB
Jesse Milner, Frontline Advisory Group

Bill Parks, Frontline Advisory Group

#### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024

Consent and Development Agreement for Williamson County MUD No 46

Submitted For: Adam Boatright Submitted By: Adam Boatright, Infrastructure

**Department:** Infrastructure

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, RR 122 Holdings, LLC and Williamson County Municipal Utility District No. 46.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Consent and Development Agreement - WCMUD 46

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 11:56 AM

Form Started By: Adam Boatright Started On: 09/26/2024 11:32 AM

Final Approval Date: 09/26/2024

41.

#### CONSENT AND DEVELOPMENT AGREEMENT

#### **AMONG**

#### WILLIAMSON COUNTY, TEXAS;

RR 122 HOLDINGS, LLC

AND

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 46

#### CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "<u>Agreement</u>") is by **Williamson County, Texas**, a Texas political subdivision (the "<u>County</u>"), **RR 122 HOLDINGS, LLC** ("<u>Owner</u>"), and **Williamson County Municipal Utility District No. 46**, a municipal utility district created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code (the "<u>District</u>"). The County, the Owner and the District are sometimes referred to individually herein as a "<u>Party</u>" and collectively as the "<u>Parties</u>".

#### **RECITALS**

WHEREAS, the Owner owns or has under contract to purchase approximately 122.6884 acres of land located within the boundaries of the County (the "*Land*"); and

WHEREAS, the Land is more particularly described by metes and bounds and map depiction on the attached **Exhibit A**; and

WHEREAS, the Owner intends that the Land will be developed in phases as a master-planned, residential community that will include park and recreational facilities to serve the Land; and

WHEREAS, the Owner and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the District was created legislatively pursuant to House Bill 5304 of the 88th Texas Legislature; and

WHEREAS, the purposes of the District include designing, constructing, acquiring, installing, and financing, water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Water Code to serve the area within the District (collectively, the "District Improvements"); and

WHEREAS, construction of the District Improvements will occur in phases, as determined by the District and the Owner, and in accordance with this Agreement; the applicable regulations of the County; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the "*Applicable Regulations*"); and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54, Texas Water Code, as amended; and Chapter 791, Texas Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

#### ARTICLE I DEFINITIONS

**Section 1.01. Definitions.** In addition to the terms defined elsewhere in this Agreement or in the County's regulations, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the County's rules and regulations in effect as of the date of County's execution of this Agreement, including the County's Long Range Transportation Plan ("LRTP"), as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any amendments, approvals, variances, waivers, and exceptions to such rules that are approved by the County; (iii) any applicable interlocal agreement to which the County is a party; and (iv) any additional restrictions or regulations agreed to by Owner in writing.

Agreement means this Consent and Development Agreement.

<u>Commission or TCEQ</u> means the Texas Commission on Environmental Quality or its successor agency.

County means Williamson County, Texas.

<u>District</u> means Williamson County Municipal Utility District No. 46, a political subdivision of the State of Texas, created over the Land pursuant to HB 5304 of the 88<sup>th</sup> Regular Session of the Texas Legislature.

<u>District Improvements</u> means the water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements, as authorized by the Texas Constitution and Texas Water Code, to serve the District.

<u>Land</u> means approximately 122.6884 acres of land located in Williamson County, Texas, as described by metes and bounds on <u>Exhibit A</u>.

<u>LRTP</u> means the Williamson County Long Range Transportation Plan as adopted and as may be amended by the Williamson County Commissioners Court.

Owner means the owner of the Land identified herein-above, its company or its successors and assigns under this Agreement.

<u>Provisional Acceptance</u> means the County accepting a roadway after the completion of construction and approval by the County for traffic operations only, but not for maintenance.

<u>Reimbursement Agreement</u> means any agreement between Developer and District for the reimbursement of eligible costs associated with the construction of any works, improvements, facilities, plants, equipment and appliances necessary to accomplish any

purpose or function permitted by the District.

<u>Road Projects</u> means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52, Article XVI, Section 59 of the Texas Constitution, as amended, or Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

<u>Subdivision Roads</u> means all roads within the Land, regardless of size or functional classification, that are not identified as LRTP Arterials or Corridor Projects within the LRTP. Subdivision Roads include, but are not limited to the pavement structure (including but not limited to HMA or concrete surface, base material, subgrade material, geogrid, pavement striping, curbs, gutters, and shoulders), any stormwater conveyance devices (including but not limited to culverts, ditches, channels, storm drains, and inlets), structural components (including but not limited to bridges, bridge-class culverts, and retaining walls), water quality and detention devices, vegetation control, and any improvements in aid of roads.

#### ARTICLE II CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

<u>Section 2.01.</u> <u>Consent to Creation of District.</u> The County acknowledges the creation of the District and the County's support for, and consent to, creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's consent to the creation of the District and that no further action will be required on the part of the County to evidence the County's consent to the creation of the District.

Section 2.02. District Execution of Agreement. The Owner shall cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting or thirty (30) days after the execution of the Agreement by the County, whichever comes later. If the District fails to execute this Agreement in accordance with this Section, then after notice and opportunity to cure pursuant to Section 5.04, this Agreement shall be null and of no further force and effect, and the County shall be deemed to have not consented to creation of the District.

#### ARTICLE III ROADWAY IMPROVEMENTS

#### Section 3.01. Right of Way Dedications.

(a) LRTP Corridor Project Dedication. The County has adopted a LRTP which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The Owner agrees to dedicate the right-of-way for the Corridor Project, as depicted and described as the "REQUESTED R.O.W. DEDICATION FOR RR WIDENING" on the attached **Exhibit B**, free and clear of liens, to the County by final plat no later than June 1, 2025. To the extent the "REQUESTED R.O.W. DEDICATION FOR RR WIDENING" land depicted on **Exhibit B** has yet to be dedicated to the County via plat by June 1, 2025, the right-of-way shall be dedicated to the County by deed, free and clear of liens, within 30 days of a request by the County Engineer for 4854-8016-9939, v. 3

said right-of-way dedication by deed, at no cost to the County. Owner also agrees to dedicate either a temporary construction easement, transitional fill easement, or similar instrument for the land defined as "SLOPE EASEMENT/CONSTRUCTION EASEMENT" on the attached **Exhibit B**. Such instrument will be dedicated to the County within 30 days of the request of the County Engineer at no cost to the County. The County Engineer will provide legal descriptions to the Owner for all right-of-way to be dedicated by deed. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is not otherwise owned by Owner or any affiliated entity under common control the Owner, the County shall be responsible for acquiring said right-of-way.

- (b) LRTP Arterial(s) Dedication. The Owner will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way required for any roads which are shown within and/or adjacent to the boundaries of the Land as arterial roadways in the LRTP ("LRTP Arterial(s)"), as depicted in **Exhibit B**. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is not owned by Owner, Developer, or an affiliated entity under common control of Owner or Developer, the County shall be responsible for acquiring said right-of-way.
- (c) Right of Way Reimbursements. The Owner reserves the right to seek reimbursement for any such right-of-way dedications from the District in accordance with the laws of the State of Texas. The Parties acknowledge that the final location of any Corridor Project and/or LRTP Arterial(s) right-of-way may be subject to minor changes from those shown on **Exhibit B**, subject to approval by Owner, which will not be unreasonably withheld Owner shall have no obligation to convey any lands to the County not located within or adjacent to the Land.

Section 3.02. Road Construction. Except in cases when the Owner or District constructs a portion of a Corridor Project to serve the District pursuant to the Applicable Rules, the County agrees that it or another governmental entity, not including the District, will be responsible for the design and construction of any Corridor Project and paying the cost for same. The actual construction date of any Corridor Project is at this time undetermined and dependent upon the success of future County or City road bond elections. The construction of all Subdivision Roads shall be the responsibility of the Owner or the District and shall be constructed pursuant to the then existing Williamson County Subdivision Regulations and any other Applicable Rules. The Owner shall be entitled to reimbursement for expenses of such Subdivision Roads from the District, as allowed by the laws of the State of Texas.

Section 3.03. Road Maintenance. The County will not ever accept the Subdivision Roads for maintenance and the Owner and District acknowledge and agree that the District shall be solely responsible for all maintenance, repair and/or reconstruction of Subdivision Roads, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items. The Owner hereby acknowledges and agrees that the District's powers include the powers and authority necessary to maintain, repair and or reconstruct such Subdivision Roads. The District shall not be responsible for maintenance of any roads other than Subdivision Roads.

#### **DEVELOPMENT OF LAND**

Section 4.01. Uniform and Continued Development. The Parties intend that this Agreement provides for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner has vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules in effect as of the date of the County's execution of this Agreement. Applicable Rules or changes or modifications to the Applicable Rules adopted after the date of County's execution of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

**Section 4.02. Additional Land.** Any land located in Williamson County, Texas that is added to the District in addition to the Land described in **Exhibit A**, whether by annexation or any other means, shall be considered part of the Land and subject to the terms and conditions of this Agreement; provided, however, such additional land shall be excepted from the vesting rights set out in Section 4.02 and shall be developed in accordance the Applicable Rules in effect on the date a complete plat application or development permit is filed with the County for the specific portion of the additional land that is sought to be developed.

Section 4.03. Manufactured Home for District Elections. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

#### ARTICLE V TERM, ASSIGNMENT, AND REMEDIES

**Section 5.01.** Term. The term of this Agreement shall commence following the County and Owner's execution hereinbelow and shall continue until the District is dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

Section 5.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County, the Owner and the District. This Agreement may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District. After full-build out of the Land and issuance of all Bonds by the District for reimbursement of Owner's eligible costs, this Agreement may be terminated or amended at any time by the mutual written consent of the County and the District.

#### Section 5.03. Assignment.

- (a) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the County's written consent, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County. Notwithstanding the foregoing, Owner shall have the right to assign the Agreement, in whole or in part, to any affiliated entity under common control of the Owner without the County's written consent; provided, however, that the Owner shall provide the County written notice of the assignment to the affiliated entity under common control.
- (b) The terms of this Agreement will run with the Land and will be binding upon the Owner, Developer, and its permitted assigns, and shall survive judicial or non-judicial foreclosure, for so long as this Agreement remains in effect.
- (c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

#### Section 5.04. Remedies.

- (a) If the County defaults under this Agreement, the Owner or the District may give notice setting forth the event of default ("<u>Notice</u>") to the County. If the County fails to cure any default that can be cured by the payment of money ("<u>Monetary Default</u>") within 45 days from the date the County receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owner or the District may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement.
- (b) If the Owner or the District defaults under this Agreement, the County may give Notice to the defaulting party. If the Owner or the District fails to cure any Monetary Default within forty-five (45) days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County may enforce this Agreement by injunctive relief against the defaulting party from a Williamson County District Court or terminate this Agreement. If Owner fails to cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement as required by Section 2.02 of this Agreement, the County shall have the right to enjoin Owner from executing any Reimbursement Agreements with the District and collecting reimbursements from the District for Developer's eligible costs.
- (c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

#### ARTICLE VI MISCELLANEOUS PROVISIONS

**Section 6.01. Notice.** Any notice given under this Agreement must be in

writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

County: Williamson County

Attn: County Judge 710 Main Street, Ste. 101 Georgetown, Texas 78628

Owner: At the address set forth under Owner's execution

below

District: At the address set forth under District's execution

below

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party.

**Section 6.02. Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

**Section 6.03. Waiver.** Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

<u>Section 6.04.</u> <u>Applicable Law and Venue.</u> The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

**Section 6.05. Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 6.06. Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope 4854-8016-9939, v. 3

or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

**Section 6.07.** Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

**Section 6.08. Authority for Execution.** The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with state law. The Owner and District hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Owner and District.

**Force Majeure**. If, by reason of force majeure, any Party is Section 6.09 rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

**Section 6.10. Interpretation**. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

**Section 6.11. No Third-Party Beneficiary**. This Agreement is solely for the benefit of the Parties, and neither the County, the District, nor the Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the County, the District, and the Owner (and any permitted assignee

of the Owner).

**Section 6.12. Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A - Metes and Bounds Description and Map of the Land

**Exhibit B** - LRTP Corridor Project and/or Arterial Locations

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

(Signatures on the following pages.)

# WILLIAMSON COUNTY, TEXAS (COUNTY)

By:[
Name: []
Title: <u>As Presiding Officer of the Williamson</u> <u>County Commissioners Court</u>
Date: []
THE STATE OF TEXAS §
THE STATE OF TEXAS §  S COUNTY OF WILLIAMSON §
This instrument was acknowledged before me on [, 20, by
l, as Presiding Officer of the Williamson County Commissioners Court, on behalf of said County.
Notary Public Signature
(Seal)

#### **OWNER:**

#### RR 122 HOLDINGS, LLC

**RR 122 HOLDINGS, LLC**, a Delaware limited liability company

By: SVAG Investments LLC, a Texas limited liability company

By: SVAG Asset Management LLC, a Texas limited liability company, its Manager

By: V Sudharshan Vembutty, Manager

Address for Notice:

RR 122 HOLDINGS, LLC Attn: Sudharshan Vembutty 101 Parklane Blvd., Suite 102 Sugar Land, Texas 77478

THE STATE OF TEXAS

COUNTY OF Fort Bend

8 8 8

This instrument was acknowledged before me on January 25, 2024, by Sudharshan Vembutty, Manager of SVAG Asset Management LLC, a Texas limited liability company, as manager of SVAG Investments LLC, a Texas limited liability company, and RR 122 Holdings, LLC, a Delaware limited liability company, on behalf of said limited liability companies.

(seal)



Notary Public, State of Texas

# WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 46

By:

Name: 5 to T 5. Foster

Title: PRESONE-6

Date: 9124124

Address for Notice:

Williamson County MUD No. 46
c/o Armbrust & Brown, PLLC
Attn: Sean Abbott
100 Congress Avenue, Suite 1300

THE STATE OF TEXAS \$
COUNTY OF \_\_\_\_\_\_\_\_ \$

This instrument was acknowledged before me on Prosident of the Board of Directors of Williamson County Municipal Utility District No. 46, on behalf of said District.

(SEAL)

Notary Public Signature

Austin, Texas 78749

#### **EXHIBIT A**

### Metes and Bounds Description and Map of the Land

Williamson County, Texas D. Casanova Survey, Abstract No. 126 A.J. Hayhurst Survey, Abstract No. 305 J. Northcross Survey, Abstract No. 478 November 07, 2023 LJAS001-A474-0411

#### EXHIBIT "A"

DESCRIPTION OF A 122.635 ACRE TRACT OF LAND OUT OF THE D. CASANOVA SURVEY, ABSTRACT NO. 126, THE A.J. HAYHURST SURVEY, ABSTRACT NO. 305, AND THE J. NORTHCROSS SURVEY, ABSTRACT NO. 478, CONVEYED TO RR 122 HOLDINGS, LLC, DESCRIBED IN EXHIBIT "A" AS A CALLED 122.662 ACRE TRACT, RECORDED IN DOCUMENT NO. 2022022743, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 122.635 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND (GRID NORTHING: 10,237,501.60, GRID EASTING: 3,083,966.17), BEING ON THE NORTHWEST LINE OF RONALD W.REAGAN BOULEVARD (VARIABLE WIDTH RIGHT-OF-WAY), FOR THE SOUTHWEST CORNER OF A CALLED 0.245 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NO. 2006014718, O.P.R.W.C.TX., FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE NORTHWEST LINE OF SAID RONALD W. REAGAN BOULEVARD THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

- SOUTH 58 DEGREES 40 MINUTES 38 SECONDS WEST, A DISTANCE OF 290.87 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
- NORTH 31 DEGREES 55 MINUTES 41 SECONDS WEST, A DISTANCE OF 14.87 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND.
- 3) SOUTH 58 DEGREES 39 MINUTES 39 SECONDS WEST, A DISTANCE OF 199.69 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
- 4) SOUTH 31 DEGREES 21 MINUTES 26 SECONDS EAST, A DISTANCE OF 14.96 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND.
- 5) SOUTH 58 DEGREES 40 MINUTES 10 SECONDS WEST, A DISTANCE OF 257.54 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
- 6) SOUTH 64 DEGREES 23 MINUTES 51 SECONDS WEST, A DISTANCE OF 99.67 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND.
- 7) NORTH 31 DEGREES 18 MINUTES 29 SECONDS WEST, A DISTANCE OF 49.82 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
- 8) SOUTH 58 DEGREES 34 MINUTES 45 SECONDS WEST, A DISTANCE OF 199.46 FEET TO A 1/2-INCH IRON ROD FOUND.
- 9) SOUTH 30 DEGREES 51 MINUTES 18 SECONDS EAST, A DISTANCE OF 49.64 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
- 10) SOUTH 53 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 101.30 FEET TO A CALCULATED POINT,
- 11) SOUTH 58 DEGREES 37 MINUTES 58 SECONDS WEST, A DISTANCE OF 300.27 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND,
- 12) NORTH 31 DEGREES 08 MINUTES 12 SECONDS WEST, A DISTANCE OF 20.01 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND.
- 13) SOUTH 58 DEGREES 39 MINUTES 27 SECONDS WEST, A DISTANCE OF 530.89 FEET TO A CALCULATED POINT, AND
- 14) NORTH 71 DEGREES 32 MINUTES 02 SECONDS WEST, A DISTANCE OF 50.10 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND AT THE INTERSECTION OF SAID RONALD W. REAGAN BOULEVARD AND COUNTY ROAD 289, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE NORTHEAST LINE OF SAID COUNTY ROAD 289 THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

 NORTH 21 DEGREES 32 MINUTES 02 SECONDS WEST, A DISTANCE OF 595.39 FEET TO A CALCULATED POINT.

PAGE 1 OF 4

Williamson County, Texas D. Casanova Survey, Abstract No. 126 A.J. Hayhurst Survey, Abstract No. 305 J. Northcross Survey, Abstract No. 478

#### EXHIBIT "A"

- SOUTH 75 DEGREES 25 MINUTES 51 SECONDS WEST, A DISTANCE OF 19.59 FEET TO A 1/2-INCH IRON ROD FOUND.
- 3) SOUTH 73 DEGREES 56 MINUTES 52 SECONDS WEST, A DISTANCE OF 87.06 FEET TO A 1/2-INCH IRON ROD FOUND.
- 4) SOUTH 74 DEGREES 39 MINUTES 34 SECONDS WEST, A DISTANCE OF 76.37 FEET TO A 1/2-INCH IRON ROD FOUND,
- SOUTH 74 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 295.22 FEET TO A CALCULATED POINT.
- 6) NORTH 54 DEGREES 48 MINUTES 59 SECONDS WEST, A DISTANCE OF 82.60 FEET TO A 1/2-INCH IRON ROD FOUND.
- NORTH 23 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 252.71 FEET TO A 1/2-INCH IRON ROD FOUND.
- 8) NORTH 20 DEGREES 04 MINUTES 00 SECONDS WEST, A DISTANCE OF 216.01 FEET TO A 1/2-INCH IRON ROD FOUND.
- NORTH 20 DEGREES 10 MINUTES 11 SECONDS WEST, A DISTANCE OF 113.49 FEET TO A 1/2-INCH IRON ROD FOUND.
- 10) NORTH 34 DEGREES 58 MINUTES 47 SECONDS WEST, A DISTANCE OF 178.68 FEET TO A 1/2-INCH IRON ROD FOUND,
- 11) NORTH 52 DEGREES 27 MINUTES 43 SECONDS WEST, A DISTANCE OF 106.29 FEET TO A 1/2-INCH IRON ROD FOUND.
- 12) SOUTH 78 DEGREES 30 MINUTES 53 SECONDS WEST, A DISTANCE OF 41.25 FEET TO A 1/2-INCH IRON ROD FOUND IMMEDIATELY ADJACENT TO A 60D NAIL.
- 13) SOUTH 78 DEGREES 50 MINUTES 58 SECONDS WEST, A DISTANCE OF 58.39 FEET TO A 1/2-INCH IRON ROD (BENT) FOUND, AND
- 14) SOUTH 61 DEGREES 47 MINUTES 42 SECONDS WEST, A DISTANCE OF 47.02 FEET TO A CALCULATED POINT ON THE NORTHWEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 289, FOR A COMMON ANGLE POINT OF A CALLED 129.95 ACRE TRACT CONVEYED TO ROCKING WILCO, L.P., RECORDED IN DOCUMENT NO. 2014101181, O.P.R.W.C.TX. AND THE HEREIN DESCRIBED TRACT, FROM WHICH A NAIL IN CONCRETE FOUND BEARS SOUTH 10 DEGREES 34 MINUTE 54 SECOND EAST, A DISTANCE OF 0.37 FEET;

THENCE WITH THE COMMON LINE OF SAID 129.95 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- NORTH 02 DEGREES 25 MINUTES 28 SECONDS WEST, A DISTANCE OF 170.16 FEET TO A 1/2-INCH IRON ROD FOUND,
- NORTH 20 DEGREES 59 MINUTES 42 SECONDS EAST, A DISTANCE OF 190.29 FEET TO A 1/2-INCH IRON ROD FOUND, AND
- 3) NORTH 37 DEGREES 19 MINUTES 00 SECONDS EAST, A DISTANCE OF 107.77 FEET TO A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF A CALLED 35.28 ACRE TRACT CONVEYED TO JOHN BEN ATKINSON, RECORDED IN DOCUMENT NO. 2018011295, O.P.R.W.C.TX., FOR AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 35.28 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- SOUTH 18 DEGREES 11 MINUTES 05 SECONDS EAST, A DISTANCE OF 13.41 FEET TO A 1/2-INCH IRON ROD FOUND, AND
- 2) NORTH 70 DEGREES 28 MINUTES 33 SECONDS EAST, A DISTANCE OF 1,204.19 FEET TO A 1/2-INCH IRON ROD (BENT) FOUND, AND

**P**AG**E** 2 **OF** 4

Williamson County, Texas D. Casanova Survey, Abstract No. 126 A.J. Hayhurst Survey, Abstract No. 305 J. Northcross Survey, Abstract No. 478

#### EXHIBIT "A"

3) NORTH 16 DEGREES 16 MINUTES 41 SECONDS WEST, A DISTANCE OF 1,307.30 FEET TO A 3/4-INCH PINCHED TOP PIPE FOUND ON THE SOUTHEASTERLY LINE OF SAID 129.95 ACRE TRACT, FOR THE NORTH CORNER OF SAID 35.28 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT:

THENCE NORTH 67 DEGREES 51 MINUTES 51 SECONDS EAST, WITH SAID THE COMMON LINE OF SAID 129.95 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 1,163.65 FEET TO A CALCULATED POINT ON THE EAST LINE OF A CALLED 413.839 ACRE TRACT CONVEYED TO GT LAND HOLDINGS I, LLC, RECORDED IN DOCUMENT NO. 2021072442, O.P.R.W.C.TX., FOR A SOUTHEAST CORNER OF SAID 129.95 ACRE TRACT, AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE WEST LINE OF SAID 413.839 ACRE TRACT AND A CALLED 109.818 ACRE TRACT CONVEYED TO GT LAND HOLDINGS I, LLC, RECORDED IN DOCUMENT NO. 2021072442, O.P.R.W.C.TX., THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- SOUTH 20 DEGREES 30 MINUTES 48 SECONDS EAST, A DISTANCE OF 257.83 FEET TO A 1/2-INCH IRON ROD FOUND,
- SOUTH 11 DEGREES 22 MINUTES 15 SECONDS EAST, A DISTANCE OF 378.90 FEET TO A 1/2-INCH IRON ROD FOUND.
- 3) SOUTH 11 DEGREES 06 MINUTES 57 SECONDS EAST, A DISTANCE OF 732.47 FEET TO A 1/2-INCH IRON ROD IN A CONCRETE FENCE CORNER FOUNDATION FOUND.
- 4) SOUTH 10 DEGREES 35 MINUTES 57 SECONDS EAST, A DISTANCE OF 233.04 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BURY PARTNERS" FOUND,
- SOUTH 19 DEGREES 27 MINUTES 30 SECONDS EAST, A DISTANCE OF 716.45 FEET TO A 1/2-INCH IRON ROD FOUND.
- 6) SOUTH 19 DEGREES 19 MINUTES 56 SECONDS EAST, A DISTANCE OF 496.38 FEET TO A 1/2-INCH IRON ROD FOUND, FOR A COMMON SOUTH CORNER OF SAID 109.818 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, AND
- 7) NORTH 74 DEGREES 51 MINUTES 51 SECONDS EAST, A DISTANCE OF 321.18 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND FOR A NORTHERLY ANGLE POINT OF SAID 0.245 ACRE TRACT AND THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 0.245 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

 SOUTH 58 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 47.64 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "PBS&J" FOUND, AND

(INTENTIONALLY LEFT BLANK)

**P**AG**E** 3 **OF** 4

Williamson County, Texas D. Casanova Survey, Abstract No. 126 A.J. Hayhurst Survey, Abstract No. 305 J. Northcross Survey, Abstract No. 478

#### EXHIBIT "A"

2) SOUTH 31 DEGREES 23 MINUTES 38 SECONDS EAST, A DISTANCE OF 69.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 122.635 ACRES OF LAND, MORE OR LESS.

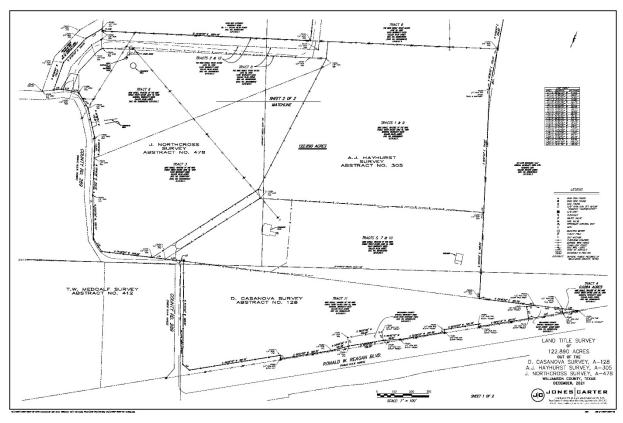
The basis of bearing for this survey is the Texas State Coordinate System, Central Zone, NAD 83. All distances are grid values, U.S. Survey Feet.

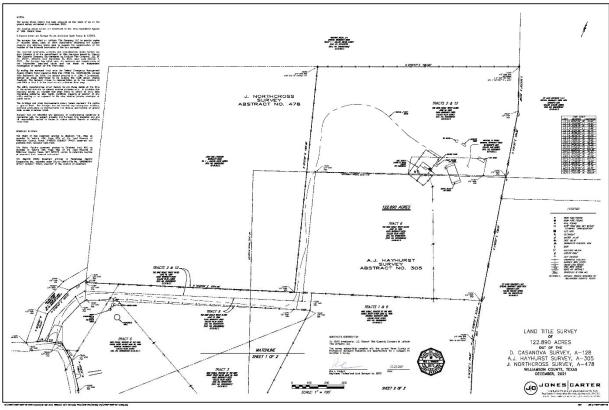
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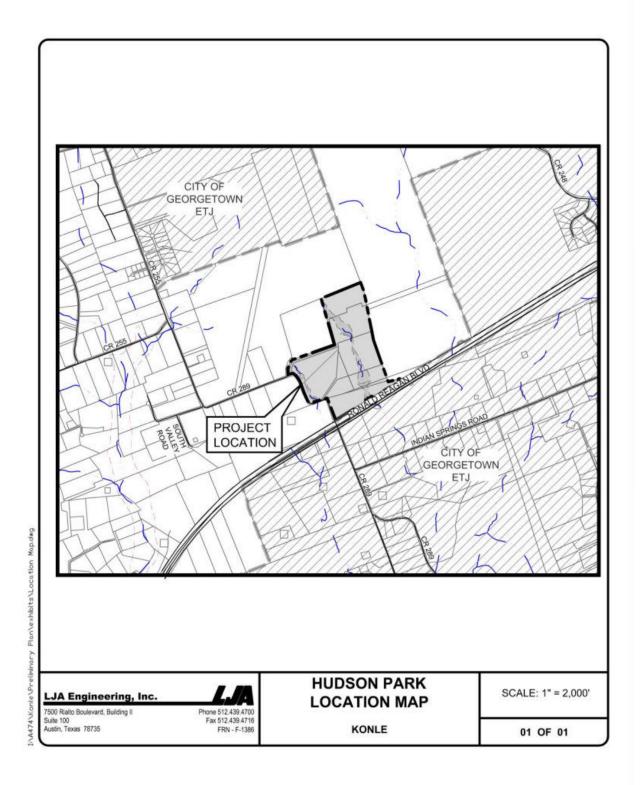
Texas Registered Professional Land Surveyor No. 6864 7500 Rialto Blvd., Bldg. II, Ste. 100

Austin, Texas 78735 T.B.P.E.L.S. No. 10194382

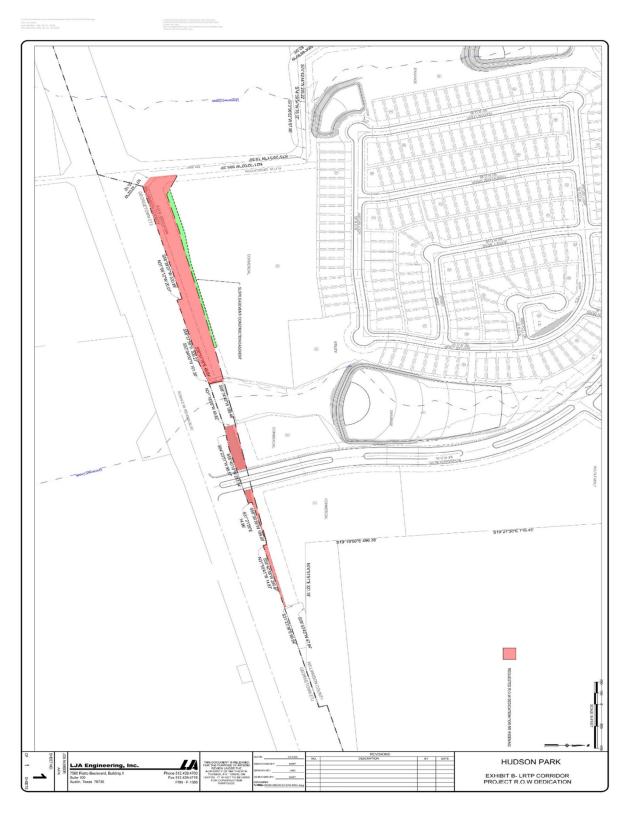
PAGE 4 OF 4







**EXHIBIT B**Corridor Project and/or LRTP Arterial Locations



#### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024

CR 404 at FM 973 - Standard Utility Agreement with Manville Water Supply Corporation

Submitted By: Julissa Vasquez, Road Bond

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

42.

#### Agenda Item

Discuss, consider, and take appropriate action regarding the Utility Agreement with Manville Water for utility relocations on the CR 404 at FM 973 Project, a Road Bond Project in Commissioner Precinct 4. P:390 Funding Source: Road Bond.

#### **Background**

Manville water has existing facilities in conflict with the CR 404 at FM 973 Project. The Standard Utility Agreement for the relocations is for a total amount of \$578,829.78. Manville Water is 100% eligible for reimbursement.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

CR404-Manville-ReimAgreement

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 10:36 AM

Form Started By: Julissa Vasquez
Started On: 09/25/2024 08:52 AM
Final Approval Date: 09/26/2024

Williamson County Form Wilco-U-35-100% County – Off System Rev. 12/2014 Page 1 of 9 Received
Sep 23, 2024
HNTB Corporation
Round Rock

#### REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the <u>18th</u> day of <u>September</u>, 2024, by and between <u>Manville Water Supply Corporation</u> (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

#### WITNESSETH:

WHEREAS, Utility is the owner of certain 12 inch Water Line including associated service lines. (herein called Facilities).

WHEREAS, County desires to construct proposed <u>CR404 at FM973</u> (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Relocation of 2 &12 in waterlines in conflict with proposed roadway construction
- County will reimburse Utility for labor and materials.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

- 1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
- 2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
- 3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 1,500 LF of underground 2 & 12 in waterlines defined as Work = \$578,829.78

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County

Williamson County Form Wilco-U-35-100% County – Off System Rev. 12/2014 Page 2 of 9

shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.

- 5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
- 6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
- 7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
- 8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
- 9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

- 1. Utility Agreement Wilco -U-35 100% County Off System
- 2. Plans, Specification, and Estimated Costs (Attachment "A")
- 3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B")
- 4. Eligibility Ratio (Attachment "C")
- 5. Betterment Calculation and Estimates (Attachment "D")
- 6. Proof of Property Interest ROW-U-1A (Attachment "E")
- 7. Wilco-U-80A Joint Use Agreement (Attachment "F")

Williamson County Form Wilco-U-35-100% County – Off System Rev. 12/2014 Page 3 of 9

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILIT	ΓY	WILLI	AMSON COUNTY	
Utility:	Manville Water Supply Corporation	Ву:		
	Name of Utility		Authorized Signature	
Ву:	21/7			
•	Authorized Signature		Print or Type Name	
	Erik Frinz	Title:		
	Print or Type Name			
Title:	General Manager	Date:		
	· 1			
Date <sup>.</sup>	9-23-24			

#### **Attachment A**

Plans, Specifications, and Estimated Costs

# MANVILLE WATER SUPPLY CORPORATION

TRAVIS & WILLIAMSON COUNTIES

FM 973 & CR 404 INTERSECTION TOTAL FOOTAGE- 1,500 L.F.

#### BOARD OF DIRECTORS

GENERAL MANAGER

**PRESIDENT** JACK ATTERSTROM VICE - PRES. GEORGE TOLLESON LARRY HODDE SECRETARY TREASURER TRACY SPELLINGS MEMBER JOE COFFEY MEMBER SAM JONES STEVE MARES MEMBER JEFF MONZINGO MEMBER

TONY GRAF

TITLE SHEET KEY MAP

INDEX:

SHEET 3-6 PROPOSED WATERLINE SHEET 7 CROSS SECTIONS

SHEET 8-9 CONSTRUCTION STANDARDS

APPROVED:

MANVILLE WSC DATE MANVILLE WATER CORP. ERIK PRINZ-DIRECTOR OF OPERATION (512)856-2488 EXT: 233

RAUL OCHOA-CONSTRUCTION SERVICES FIELD

TECHNICIAN (512)517-8661

UTILITY CONTACT:



INSTRUMENT OF SERVICE AND THE ENGINEER WILL RETAIN OWNERSHIP AND PROPERTY NTEREST THERIN. THE OWNER MAY MAKE AND RETAIN COPIES FOR INFORMATION AND REFERENCE; HOWEVER, THIS AWING SHALL NOT BE REUSEL

MANVILLE WATER SUPPLY CORPORATION

FM 973 & CR 404 INTERSECTION

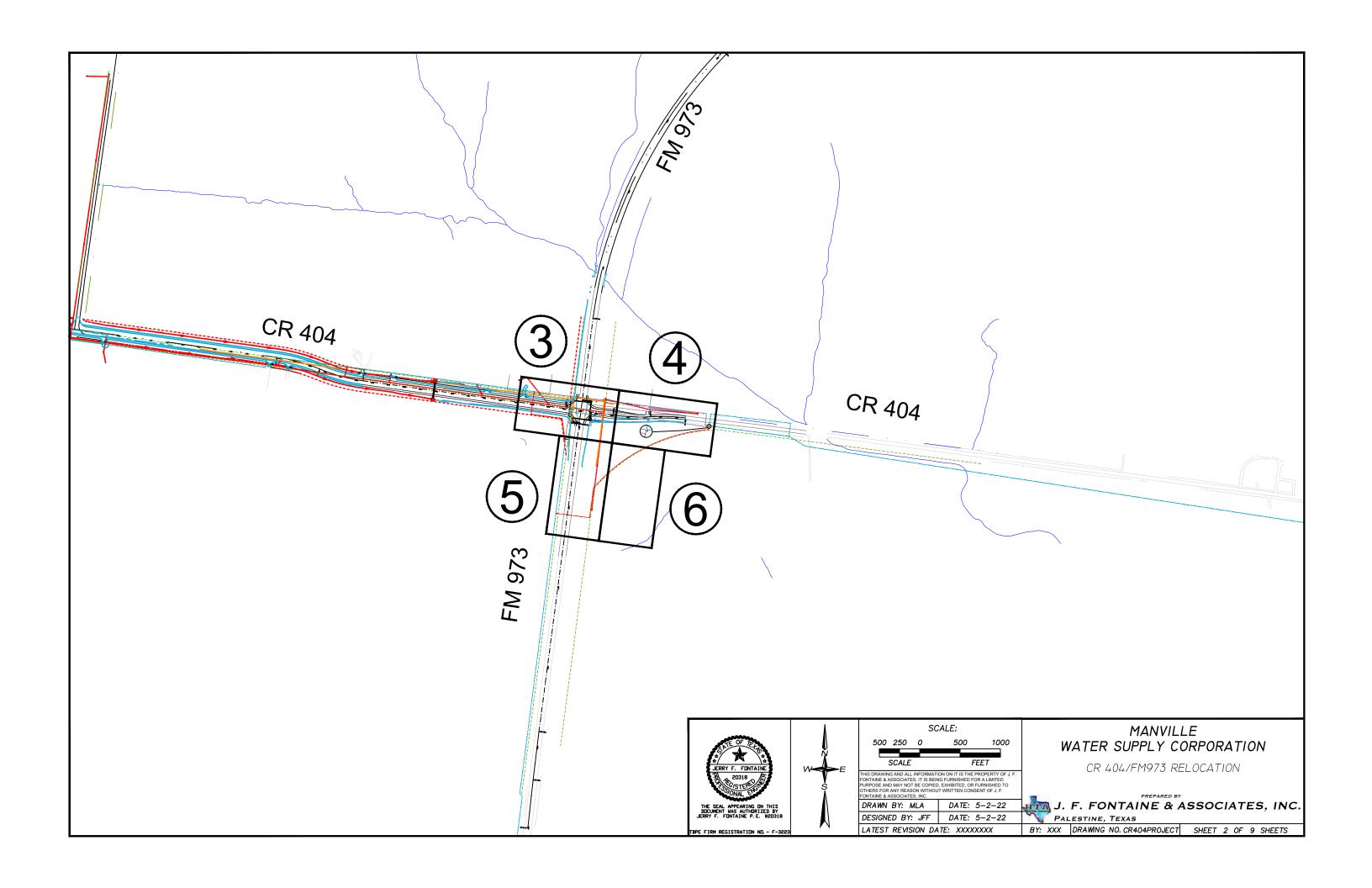
TITLE SHEET

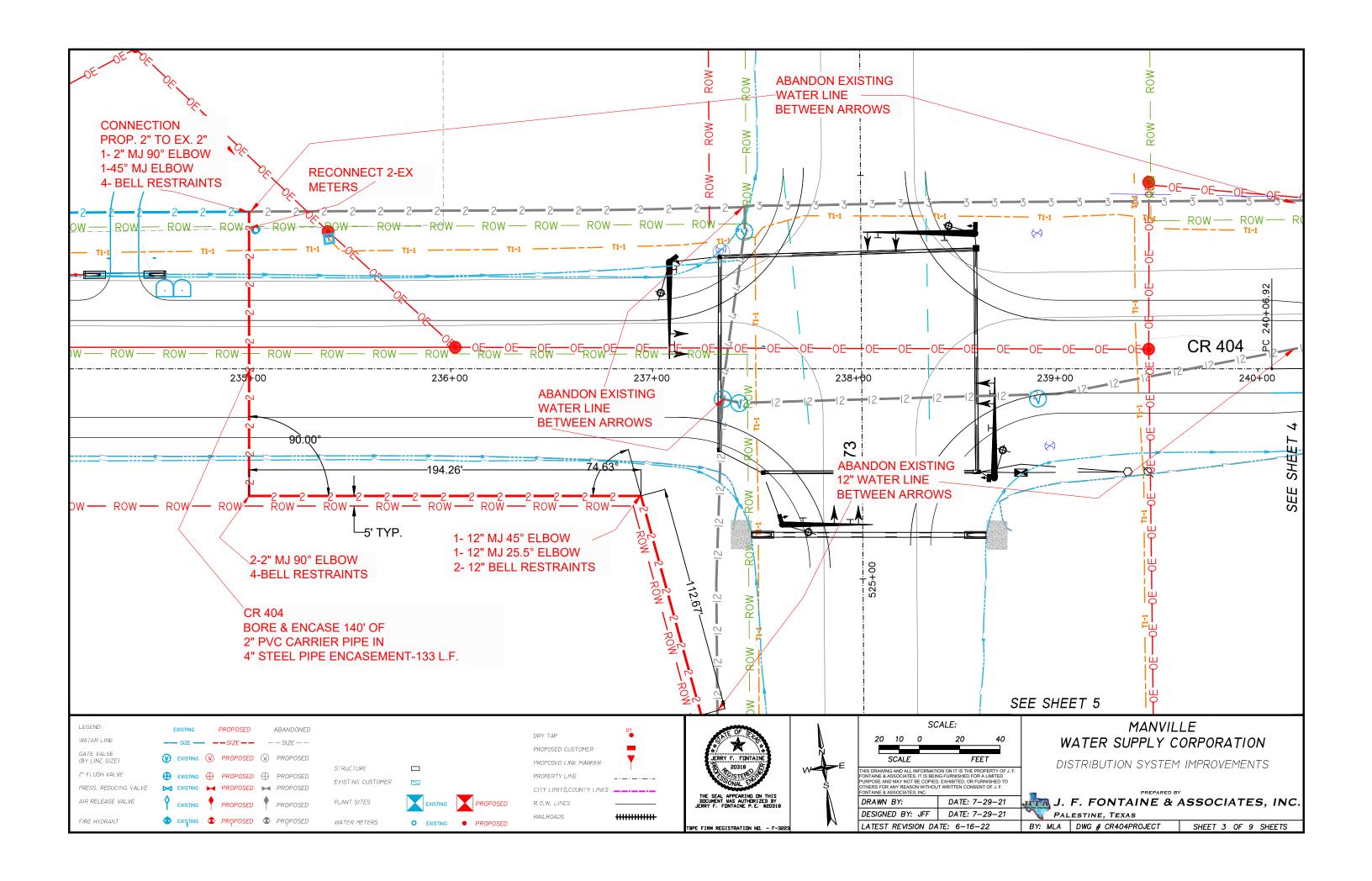
🝱 J. F. FONTAINE & ASSOCIATES, INC. PALESTINE, TEXAS

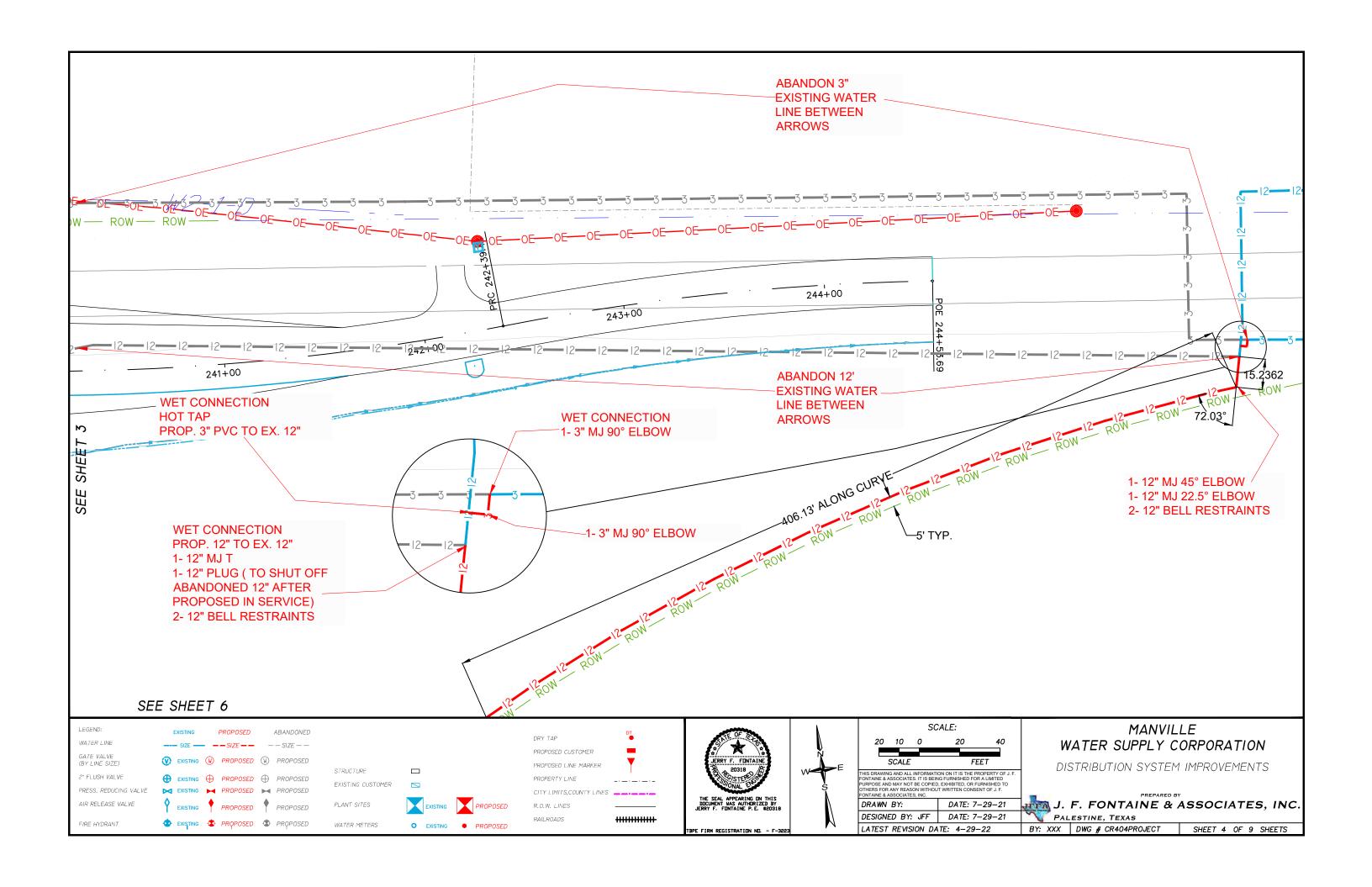
SHEET NO. 1 OF 6

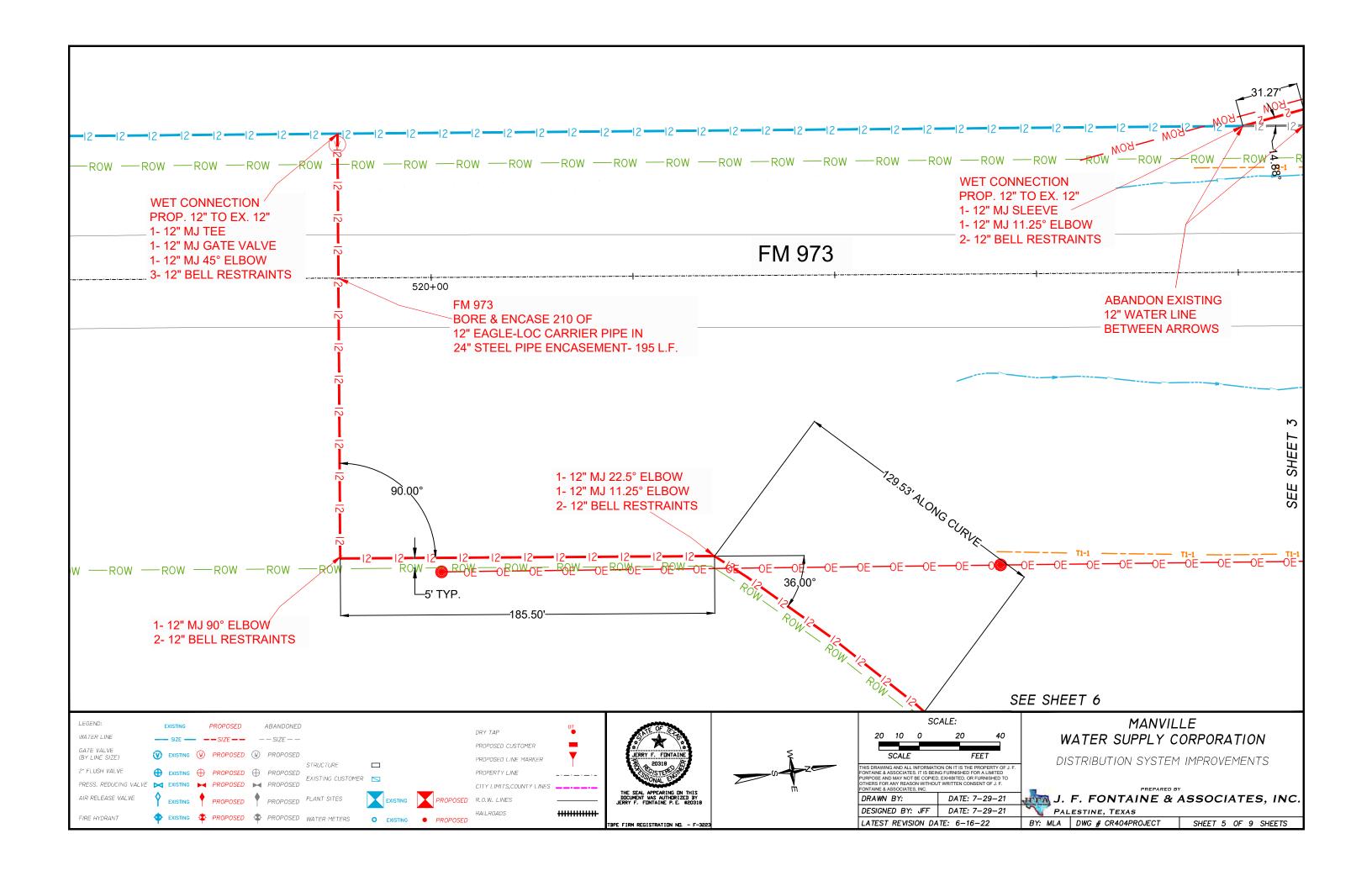
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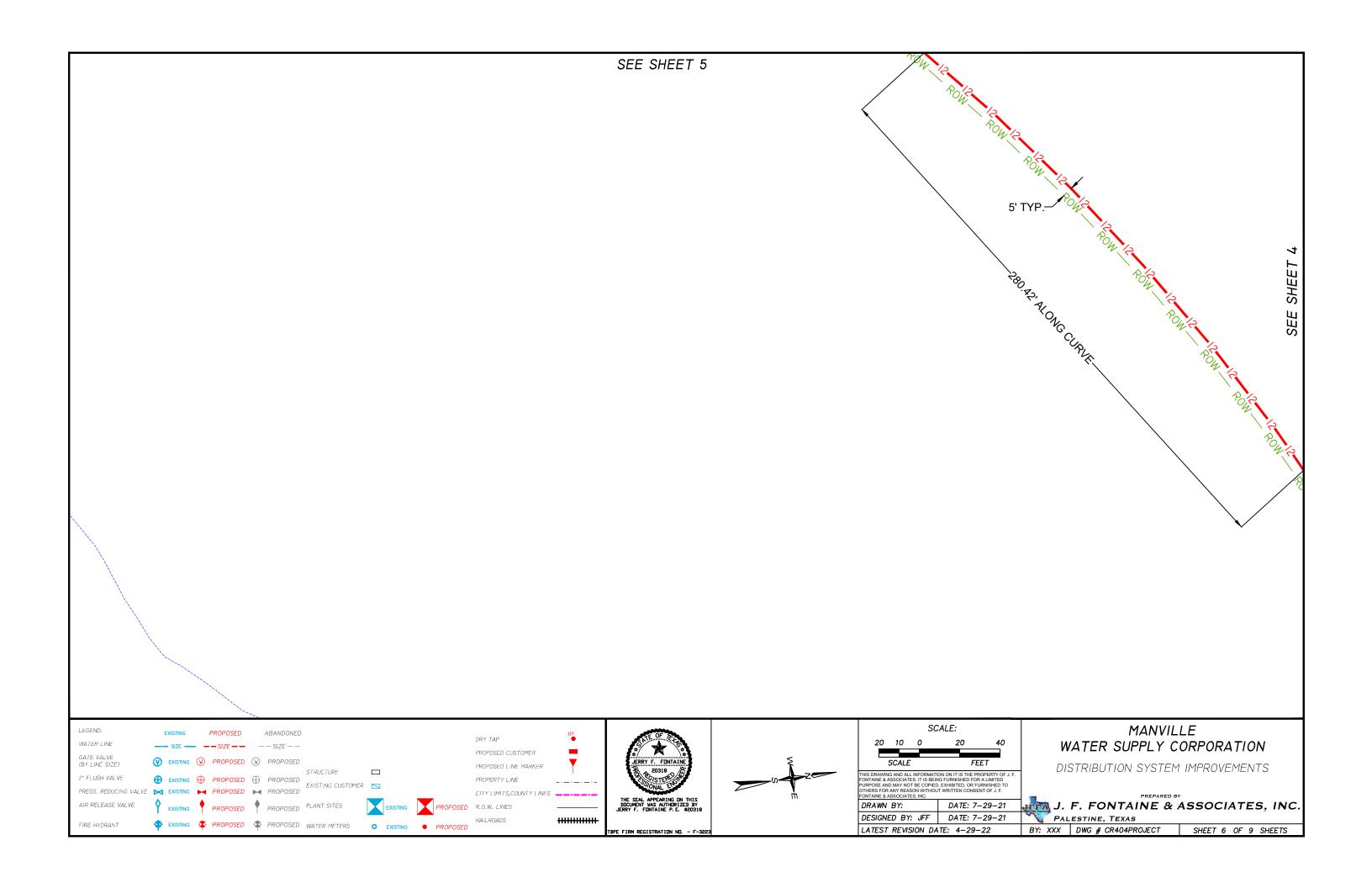
J. F. FONTAINE & ASSOC. INC.

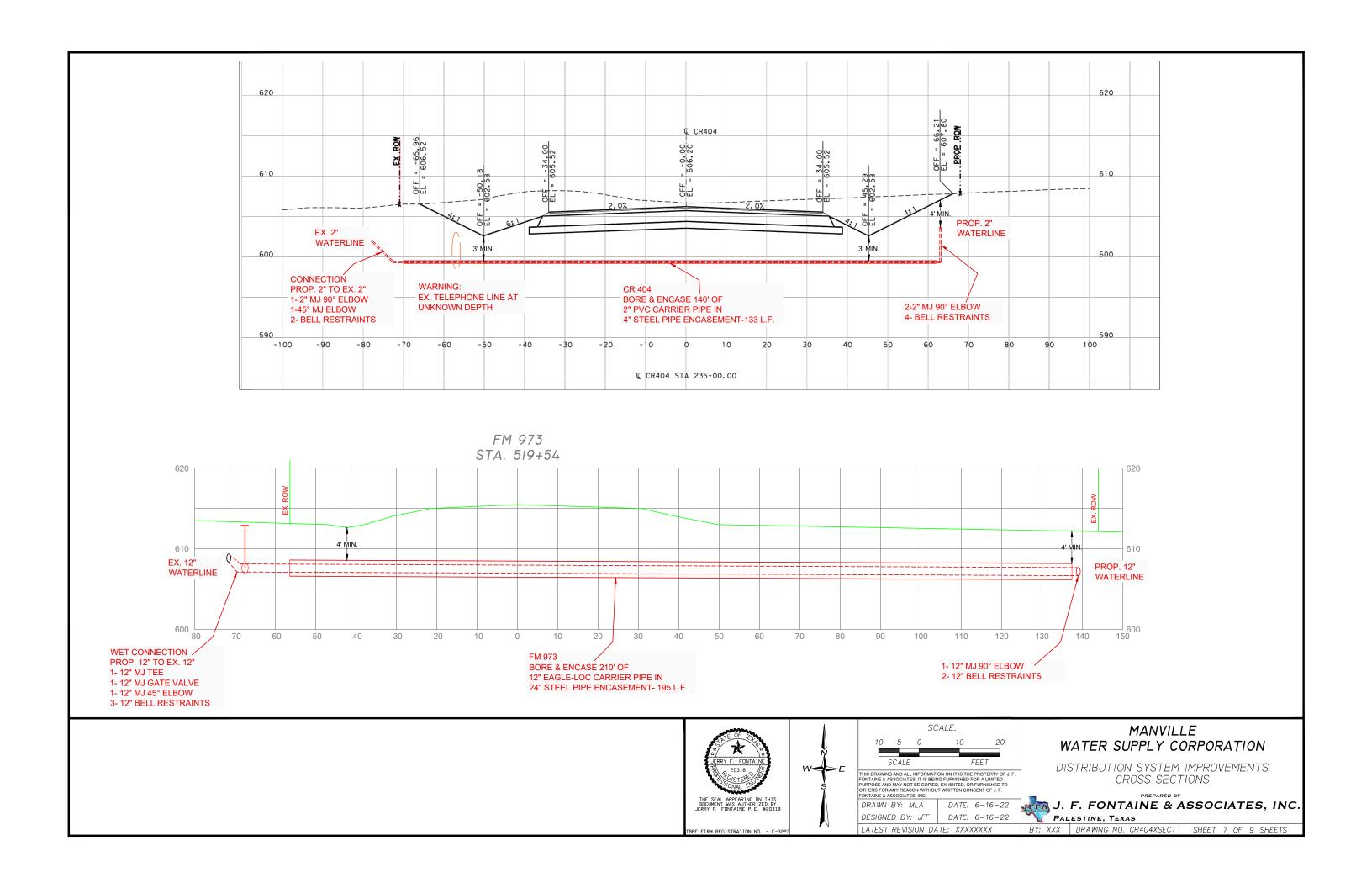


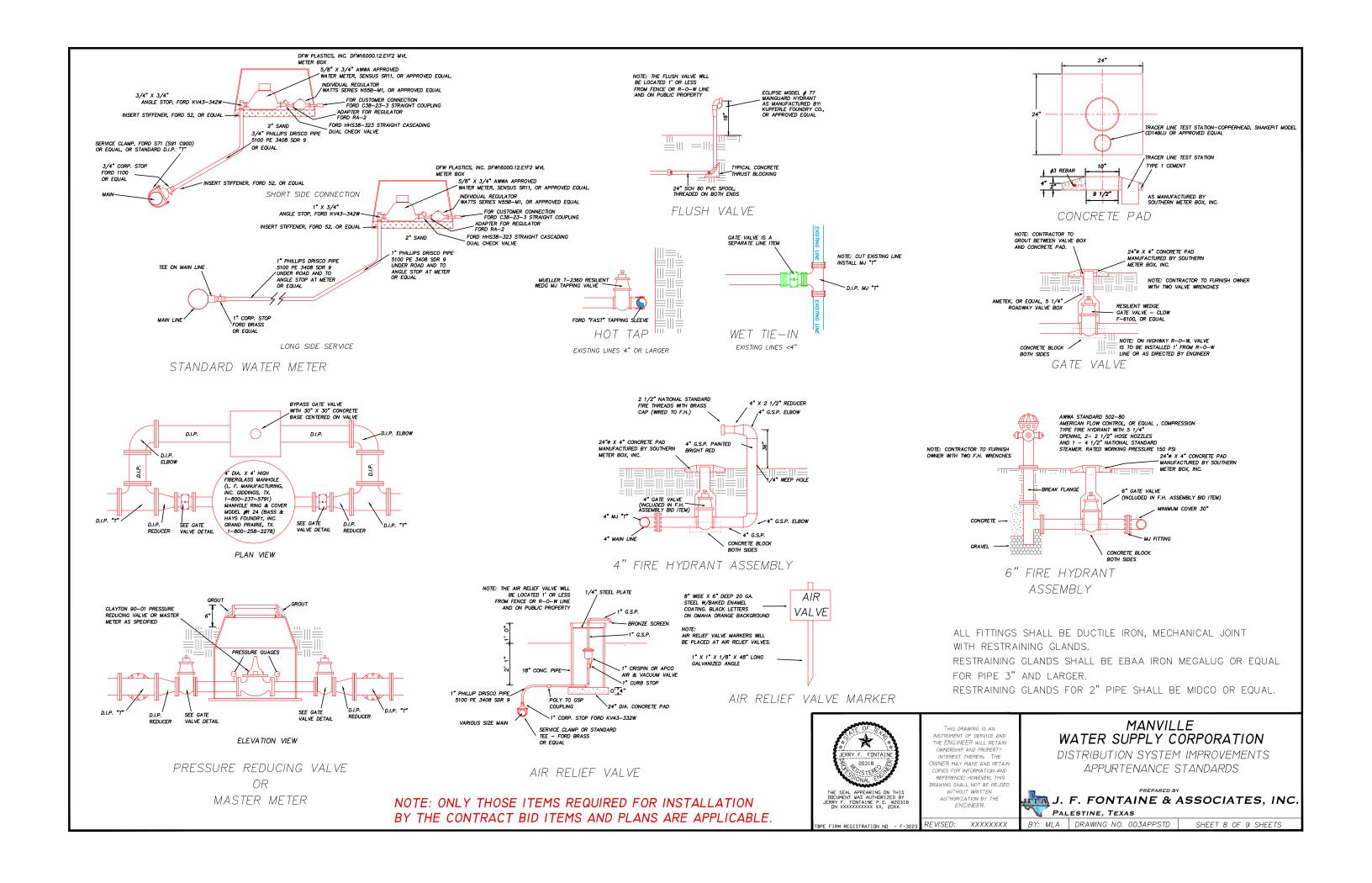


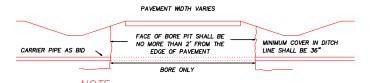






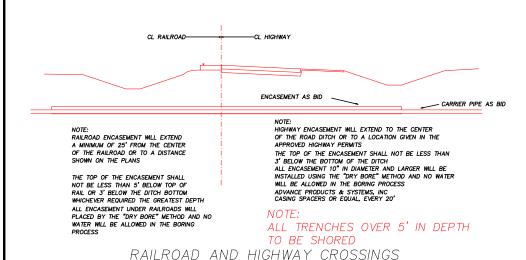






NOTE: ALL TRENCHES OVER 5' IN DEPTH TO BE SHORED

BORED COUNTY ROAD AND DRIVEWAY CROSSINGS

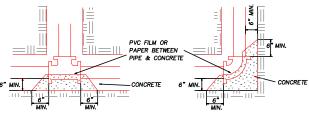


-LEAK DETECTION LINE ENCASEMENT SIZED AS BID NOTE: ENCASEMENT IN CREEK BOTTOM
WILL HAVE A MINIMUM OF 36" COVER.
ENCASEMENT MILL EXTEND A MINIMUM OF
10" BEYOND THE TOP OF SLOPE ON BOTH SIDES ENCASEMENT WILL BID AS SEPERATE ITEMS

ENCASEMENT TO BE SOLID WELDED THE ENTIRE CIRCUMFERENCE OF THE PIPE

ALL TRENCHES OVER 5' IN DEPTH TO BE SHORED

TYPICAL CREEK CROSSINGS



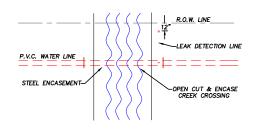
NOTE: ALL PLUGS, CAPS, TEES AND BENDS WILL BE PROVIDED WITH CONCRETE REACTION BACKING CONSTRUCTED OF 2.000 PSI STRENGTH CONCRETE WITH BEARING AREA CALCULATED USING 100 PSI WATER MAIN PRESSURE AND 1,000 LB/FT. SQ. UNDISTURBED SOIL BEARING, 12" PIPE — 11.5 SQ. FT. AREA, 10" — 8 SQ. FT. AREA, 10" — 5 SQ. FT. AREA, 10" — 8 OX. FT. AREA, 10" — 5 SQ. FT. AREA, 10" AND UNDER 3.2 SQ FT. AREA. ALL BLOCKING WILL BE LEFT OPEN FOR INSPECTION AND WILL

WHEN UNDISTURBED EARTH IS MORE THAN 24" FROM THE OUTSIDE OF THE PIPE, THE CONTRACTOR SHALL PLACE 2 ROWS OF CONCRETE BLOCKS FROM THE PIPE TO THE UNDISTURBED EARTH AND COVER WITH 12" OF CONDRETE ON TOP AND BOTH SIDES.

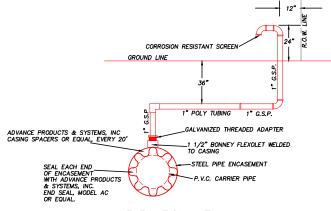
PIPE RESTRAINTS, MEGALUG, OR EQUAL, MAY BE USED IN LIEU OF CONCRETE BLOCKING EXCEPT WHERE UNDISTURBED EARTH IS MORE THAN 24" FROM THE OUTSIDE OF THE PIPE, IN THAT CASE BOTH WILL BE USED.

TYPICAL CONCRETE THRUST BLOCKING

NOTE: ALL ENCASEMENT SHALL HAVE CASING SPACERS EQUIVALENT TO ADVANCE PRODUCTS & SYSTEMS, INC., MODEL CI, EVERY 20 FEET.



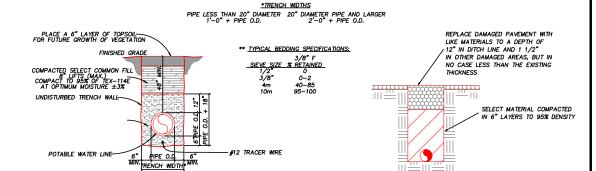
PLAN VIEW



ELEVATION VIEW

CREEK CROSSING LEAK DETECTION INSTALLATION

NOTE: ONLY THOSE ITEMS REQUIRED FOR INSTALLATION BY THE CONTRACT BID ITEMS AND PLANS ARE APPLICABLE.

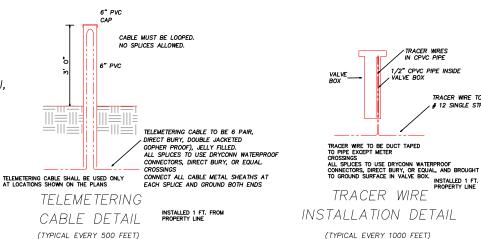


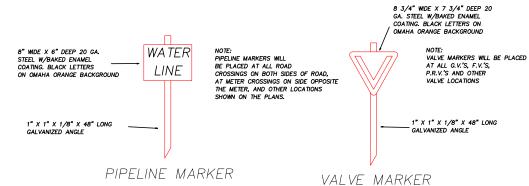
PIPE INSTALLATION AND BEDDING

DRIVEWAY AND COUNTY ROAD PAVEMENT REPLACEMENT

# 12 SINGLE STRAND

INSTALLED 1 FT. FROM PROPERTY LINE





ALL FITTINGS SHALL BE DUCTILE IRON, MECHANICAL JOINT WITH RESTRAINING GLANDS. RESTRAINING GLANDS SHALL BE EBAA IRON MEGALUG OR EQUAL FOR 3" AND LARGER PIPE. RESTRAINING GLANDS FOR 2" PIPE SHALL BE MIDCO OR EQUAL.



E FIRM REGISTRATION NO.

INSTRUMENT OF SERVICE AND THE ENGINEER WILL RETAIN OWNERSHIP AND PROPERTY INTEREST THEREIN. THE OWNER MAY MAKE AND RETAIN COPIES FOR INFORMATION AND REFERENCE: HOWEVER, THIS DRAWING SHALL NOT BE REUSED WITHOUT WRITTEN AUTHORIZATION BY THE

MANVILLE WATER SUPPLY CORPORATION

DISTRIBUTION SYSTEM IMPROVEMENTS PIPING STANDARDS

PREPARED BY 🚵 J. F. FONTAINE & ASSOCIATES, INC. V PALESTINE, TEXAS

REVISED:

ENGINEER. 11-6-17

BY: MLA DRAWING NO. 003PIPESTD SHEET 9 OF 9 SHEETS

#### CR404 Manville Waterline Relocation Cost Estimate

Cost Estimate Summary				
Description	Cost			
Construction Cost	\$522,115.00			
Engineering, Inspection, Line Locating	\$56,714.78			
Total Cost	\$578,829.78			

#### MANVILLE WATER SUPPLY CORPORATION

P. O. Box 248 Coupland, TX 78615 (512) 856-2488 (512) 856-2029 (Fax)

Date: 3/9/2023

#### **ESTIMATE**

PROJECT: FM 973 & CR 404 intersection WC Project PROJECT #: 1143-19 **CHARGES ARE AS FOLLOWS:** Date COST Contractor Nelson Lewis Pay Request 1 \$371,533.50 11/1/2022 Contractor Nelson Lewis Pay Request 2 (Change order #1) \$98,370.00 2/1/2023 Contractor Nelson Lewis Pay Request 3 - Retainage 2/22/2023 \$52,211.50 Total \$522,115.00

MWSC is an equal opportunity provider and employer.

Proposal of Lewis free (hereinafter) called "BIDDER"), organized and existing under the laws of the State of Texas doing business as to Manville Water Supply Corporation (Hereinafter called "OWNER).

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for the construction of <u>FM 973 & CR 404 Intersection</u> in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

Each Bid must be submitted in a sealed envelope, addressed to Manville Water Supply Corporation. Each envelope containing a BID must be plainly marked on the outside as BID for FM 973 & CR 404 Intersection the envelope should bear on the outside the name of the BIDDER, his address, his license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to P.O. Box 248 Coupland, Texas 78615.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

A BID BOND in the amount of 5 percent of the CONTRACT PRICE must be submitted with Bid form.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within \_\_\_\_\_\_\_\_ consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$\_\_\_\_\_\_\_ for each consecutive day thereafter as provided in Section 4 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

<sup>\*</sup>Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for e following unit prices or lump sum:

# MANVILLE WATER SUPPLY CORPORATION FM 973 & CR 404 INTERSECTION

ITEM NO.	DESCRIPTION	UNIT MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE
mater with t	sh 12" C900 PVC DR 18 Carrier Pipe and labor required to install the Plans and Specifications ARS AND CENTS	<u> </u>	1,020	s/50.α	) <b>\$/53,000</b> .
Caccor	sh 12" Eagle-Loc Carrier Pipe and all equial, bedding and labor required to instal dance with the Plans and Specifications  ARS AND CENTS	l in	210	s/95.0	0 8 <u>40,950.0</u> 0
beddi Plans	sh 3" 200 PSI SDR 21 P.V.C. Pipe all maing and labor required to install same in a and Specifications for a unit price of the ARS AND BLOOK CENTS		10 \$	13600s	1360.00
beddi Plans	sh 2" 200 PSI SDR 21 P.V.C. Pipe all maning and labor required to install same in a cand Specifications for a unit price of ARS AND CENTS	2 2	480 \$	35.00 s	16800.0
& Enco	h all equipment, material and labor requiese 12" Eagle-Loc Pipe with 24" Steel Piperdance with the Plans and Specification  ARS ANDCENTS	pe Encasement	195	<b>\$</b> 38 0.0	0 874,000
& Enc in acco price o	h all equipment, material and labor requiase 2" Carrier Pipe with 4" Steel Pipe Enording with the Plans and Specification for the Action of ARS AND CENTS	ncasement in	133	\$ <u>135.0</u>	0 \$17,955 a
require with t	h 12" MJ gate valve and all equipment, ned to install same on proposed 12" Pipe, he Plans and Specifications for a unit produce of the ARS AND CENTS	in accordance	I	\$ <u>5520</u>	100 5500.a

™EM J.	DESCRIPTION	UNIT MEASURE		UNIT	TOTAL
). =====	DESCRIPTION	MEASURE ====================================	QUANTITY 	<i>PRICE</i> ========	PRICE =======
3" to with	ish all equipment, material and labor receivisting 12" Hot Tap including gate valuate Plans and Specification for a unit pr	ve in accordance rice of			
	LARS ANDCCENTS	EA.	I	\$/1000	US 1/0000
exist for a	ish all equipment, material and labor red ing meters in accordance with the Plans unit price of	quired to reconnect and Specification			
DOLL	ARS AND CENTS	EA.	2	\$3000c	cos 4000a
in ag	nish all material, equipment and labor to cordance with the Plans and Specification of the ARS AND CENTS	ons for a unit price of	2	\$3570.0	20 s 5000.a
90° a un	nish all material, equipment and labor to Elbow in accordance with the Plans and it price of CENTS		3	s2000	mebron
	0		5	Sycaco	cos boor
45°	nish all material, equipment and labor to Elbow in accordance with the Plans and it price of the Elans and ARS AND		2	\$1,8000	<u>)08 3400 a</u>
22.5°	tish all material, equipment and labor to Elbow in accordance with the Plans and it price of ACL ACENTS		2	s/800c	1083/000a
a uni	ish all material, equipment and labor to  So Elbow in accordance with the Plans of  typrice of  ARS AND PLAN OCENTS			0 / Cn )	- 1600 a
. Furn MJ 1 a.uni	ARS AND Selection CENTS  ish all material, equipment and labor to Reducer in accordance with the Plans and price of the Helndre	nd Specifications for		\$ 1,800	<u>4 s [800, v</u>
	ARS AND CENTS	EA.	I	\$/200	108/200L

™EM ).	DESCRIPTION	UNIT MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE
	nish all material, equipment and labor t g in accordance with the Plans and Spec		4		
aw	nit price of  LARS AND CENTS	EA.	I	\$900.00	0 , 900.00
12" Spe	rnish all material, equipment and labor to Bell Restraints in accordance with the Exifications for a unit price of	Plans and	se	G = gr=	
DOL	LARS AND PERO CENTS	EA.	9	\$ 3 75 2	0 \$ 7875.d
90° for DOL	nish all material, equipment and labor to Elbow in accordance with the Plans and unit price of LARS AND Service CENTS	d Specifications  EA.	2	\$ <u>445.0</u>	0 s/290.0c
90° for t	nish all material, equipment and labor t Elbow in accordance with the Plans and y unit price of Hundred				
	LARS AND CENTS	EA.	3	\$ 600.0	00 \$ 1800.0c
45° for a	nish all material, equipment and labor to Elbow in accordance with the Plans and younit price of LARS AND		2	<u>s(200.00</u>	(2) 120000 5/80
22.5 for 6	nish all material, equipment and labor to so Elbow in accordance with the Plans a unit price of the Heart Area CENTS		1	s 600.	<u>cos 60000</u>
Bell Speç	ish all material, equipment and labor to Restraints in accordance with the Plans ifications for a unit price of				
	LARS AND 12 CENTS	EA.	11-	\$ 185.0	0 \$3035.00
aban	nish all equipment, material and labor re adoned 12" line with flowable fill in according to the language of t	ordance with f			
_	ARS AND CENTS	L.F.	1,050	0 76 17	0 \$10250.4

			E		
ITEM NO.	DESCRIPTION	UNIT MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE
abana	sh all equipment, material and la doned 4" line with flowable fill in lans and Specification for a unit p	accordance with			
0	ARS AND STUCENTS	L.F.	100	\$25.00	2 \$3,500.00
abana the Pl	sh all equipment, material and law loned 4" line with flowable fill in ans and Specification for a unit performance of the law	accordance with	900	s 25.00	) \$33.500 (
TOTAL (	OF BID ITEMS ER - MANVILLE WSC IS	TAX EXEMPT	\$	412,815	7.00
Resp	pectfully submitted:	450 FM 1431	East		
X26	Signature	Marble Fall			
Project  Aicens	Estimate/Manager Title  J   A  Se   Number (if applicab)	7-13-2			



# PO BOX 235, MARBLE FALLS, TX 78654 OFFICE: 830.693.8874 FAX: 830.693.5986

**CHANGE ORDER** 

Job#

22012 FM 973 & CR 404 Intersection

Job Name

Date 10/20/2022

ITEM#	DESCRIPTION  CR 404 Waterline Relocation	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
20	12in DR 18 Carrier Pipe	200	LF	\$195.00 \$	39,000.00
CO1A CO1B CO1C CO1D CO1E	Potholing for Existing Lines Remove and Haul Off Existing Waterline 24in Steel Casing by Open Cut Fittings Tie ins	1 200 184 1 2	LS LF LF LS EA	\$ 1,800.00 \$ \$ 15.00 \$ \$ 250.00 \$ \$ 14,500.00 \$ \$ \$2,500.00 \$	1,800.00 3,000.00 46,000.00 14,500.00 5,000.00
	ORIGINAL CONTRACT PRICE AMOUNT OF THIS CHANGE ORDER CONTRACT SUM TO DATE			TOTAL	\$109,300.00 \$412,815.00 \$109,300.00 \$522,115.00
	APPROVED:		APPROVE	D:	

BY: Sasha Herrington

DATE 10/20/2022

TITLE PM

FEB 22 2023

Manville Water Sunnly

#### MANVILLE WATER SUPPLY CORPORATION

P. O. Box 248 Coupland, TX 78615 (512) 856-2488 (512) 856-2029 (Fax)

Date: 3/9/2023

#### **ESTIMATE**

PROJECT: FM 973 & CR 404 intersection WC Proje	rsection WC Proje PROJECT #: 1143-19	
CHARGES ARE AS FOLLOWS:	Date	COST
Line Locating for Road Widening Project by Contractor 10 hrs x 275	9/1/2022	\$2,750.00
Engineering Services	8/9/2022	\$30,052.94
Engineering Services	2/28/2023	\$13,804.72
Inspections Rice Inspection, Inc	10/31/2022	\$2,737.48
Inspections Rice Inspection, Inc	11/30/2022	\$4,025.28
Inspections Rice Inspection, Inc	2/28/2023	\$109.36
Staff Kick off Meetings - 5/14/21 -7/23/21, 11/10/21, 9/6/22 1 hr ea		
x 60 hr x 2		\$480.00
Action Plan -Notices issued to customers 2 times 3 hours each = 6		
hours x 60 hr		\$360.00
Flushing Loss 120,000 gallons @ 5.00 per 1000		\$600.00
Bac-T Samples (2) Labor/Material \$110 x 2		\$220.00
As Built GIS data collections 1 tech - 8 hrs x 60 hr		\$480.00
Attorney Review Fee 1 hour at \$395.00		\$395.00
Administrative Fee-20 hours x \$35.00 per hr. (Services to included		
all paperwork processing, phone discussions, billing etc.)		\$700.00

**Total** \$56,714.78

MWSC is an equal opportunity provider and employer.

#### Attachment B

## **Utility's Schedule of Work and Estimated Date of Completion**

Estimated Start Date: 10/20/2022

Estimated Completion Date: 02/28/2023

Williamson County Form Wilco-U-35-100% County – Off System Rev. 12/2014 Page 6 of 9

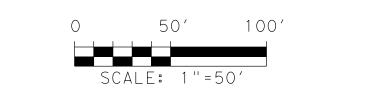
## **Attachment C**

## **Eligibility Ratio**

On State and local projects, Texas Transportation Code section 203.092 provides that
utility reimbursement for facility relocation is dependent upon whether the utility
possesses a valid property interest. See Attachment "H" for proof of property interest,
which is established at 100% eligible.

Eligibility Ratio Calculation attached

	Eligibility Ratio Calculations									
Sheet #	Description	LF Eligible	LF Ineligible	Unit Cost	Eligibility	Cost*	Cost Reimbursable			
	3" WL	0	134	\$122.00	0.00%	\$16,348.00	\$0.00			
	4" WL	0	53	\$122.00	0.00%	\$6,466.00	\$0.00			
	Change order					\$109,300.00	\$109,300.00			
	12"	612	184	\$340.00	76.88%	\$270,640.00	\$208,080.00			
Total	Total \$402,754.00						\$317,380.00			
Total Eli	Total Eligibility									
	*Costs do not represent actual project cost. Costs use historic unit costs strictly for calculation of eligibility									
		*Per discus	*Per discussion with the County, change order would be reimbursed at 100%							



LEGEND

existing records is correlated with surveyed surface-visible features.

Quality Level "B"- Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to appropriate survey control. Utility exhibits are for information only.



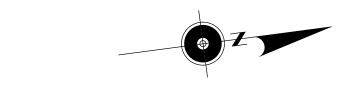
505 East Huntland Drive, Suite 100 Austin, Texas 78752 512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

CR 404/FM 973 MANVILLE EXHIBIT

DESIGN BY: BK DRAWN BY: BK SCALE: CHECKED BY: EK HORIZONTAL: 1"=50' APPROVED BY: AB

PROJECT NO: 1903-099-07 DATE: 8/27/2024 SHEET: OF

CONFLICT DESCRIPTION (UTILITY TRACKER ID #) \*REFER TO UTILITY TRACKER





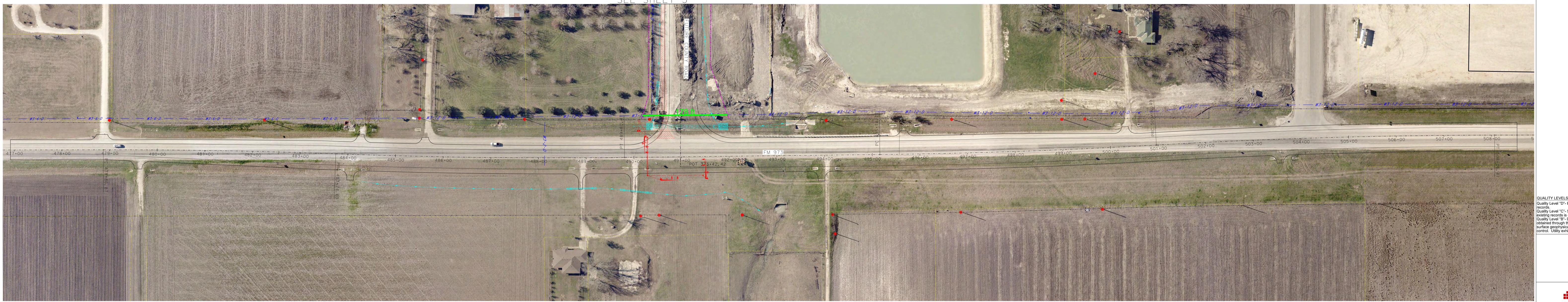
----- PROPOSED ROW ----- EXISTING ROW

-----EXISTING ROADWAY PROPOSED DRAINAGE PROPERTY LINES

PROPOSED FENCE

ROADWAY REMOVAL

LVL B LVL C/D



Quality Level "D"- Existing Records: Utilities are plotted from review of available records.

Quality Level "C"- Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features.

Quality Level "B"- Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to appropriate survey control. Utility exhibits are for information only.





FUTURE COUNTY ROAD

DESIGN BY: BH DRAWN BY: BH SCALE:

CHECKED BY: EK HORIZONTAL: 1"=50' APPROVED BY: AB PROJECT NO: 1903-099-07 DATE: 9/17/2024 SHEET: 4 OF 4

# **Attachment D**

# **Betterment Calculation and Estimates**

Betterment does not exist in this agreement.

Betterment Calculation attached.

# Attachment E

# **Proof of Property Interest**



# WATER LINE EASEMENT

THE STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	<b>§</b>

Larry Gene Hamann ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto Manville Water Supply Corporation, a Texas Non-Profit Corporation ("Grantee"), a perpetual and exclusive easement and right-of-way ("Easement") upon and across the property of Grantor which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Tract")

Grantor also grants Grantee a temporary workspace easement which shall not exceed fifteen (15) feet in width, running the entire length of and parallel to the Easement Tract herein granted as a permanent easement. The temporary workspace easement shall be in effect from time to time only so long as the construction, operation, maintenance, replacement, tie-in connections, upgrade, removal repair and laying of the pipelines or additional pipelines is taking place; and, except when said activities are being undertaken from time to time, the temporary workspace easement shall revert to and be under the sole ownership and control of Grantor.

In the event the Easement Tract hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of Grantee's water line or lines or other infrastructure as installed, Grantor further grants to Grantee an additional easement over and across Grantors land as a substitute Easement Tract for the purpose of laterally relocating said water line or lines, or other infrastructure as necessary to clear the road improvements. A substitute Easement Tract granted as herein described shall be limited to a strip of land twenty (20) feet in width and running along and adjacent to the property line fronting the public road as the same may be relocated or widened. Grantor also grants Grantee a temporary workspace easement of fifteen (15) feet along the substitute Easement Tract, on the same terms and conditions as herein stated for the original temporary workspace easement.

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the easements herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to (i) all title exceptions of record, to the extent the same are valid and subsisting against the Easement Tract (ii) all matters visible or apparent within the Easement Tract, and (iii) the matters set forth herein.

The Easement shall be used for the following public utility purposes: the placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of water lines, public utility facilities, and related appurtenances (collectively, the "Facilities"), or making connections thereto.

The Easement shall also be used for the purpose of providing surface access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Grantor shall have the right to use the surface of the Easement Tract for those purposes which do not conflict with Grantee's subsurface use but shall keep the easement tract free and clear of buildings; landscaping, trees, fences or walls, commercial signage, and entry way monument signs. In the event Grantor installs a driveway over and across the easement herein granted, all Manville lines beneath the said driveway shall be sleeved at Grantor's expense. Grantor shall not construct any obstruction on the easement property, and any improvement made by Grantor must comply with all applicable municipal or other governmental ordinances, codes, and engineering guidelines. Grantor shall obtain Grantee's permission and approval prior to the start of construction of improvements.

In the event that the surface condition of the Easement Tract is disturbed as a result of any maintenance, repair, or construction activities by Grantee or its agents, employees or contractors, within the easement, Grantee shall be responsible

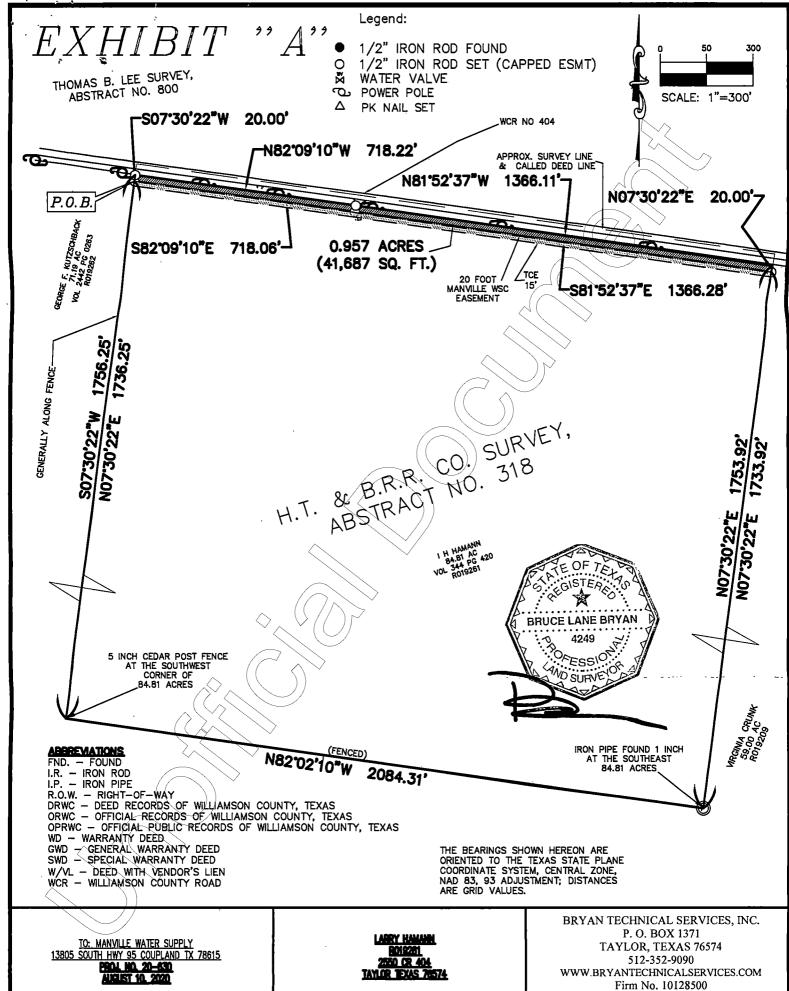
to restore the easement property arising from such disturbance. In the event Grantee is required to remove or alter unauthorized surface improvements within the easement, Grantee shall have no responsibility for repair or restoration of the easement property arising from such disturbance. In the event Grantee is required to remove or alter unauthorized surface improvements within the easement, Grantee shall have no responsibility for repair or restoration of the easement property arising from such disturbance. Grantee shall be solely responsible for performing all maintenance and repair of the Facilities and agrees to maintain all the Facilities in a good condition and repair at all times. Grantee has full responsibility for the improvement and maintenance of the easement property. Grantee is authorized to remove and relocate vegetation fences or other improvements on the easement property or along its boundary lines when necessary, in the judgment of Grantee, to construct, maintain, repair, remove or replace the Facilities. Grantee shall not be required to repair or replace to their original condition any landscaping, vegetation, driveways, parking areas or other improvements on the Easement Property that are or may be damaged in connection with the placement, construction, installation, replacement, repair, maintenance, relocation, removal or operation of the permitted Facilities within the easement.

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

This agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns. This Easement and the rights of Grantee hereunder may be assigned by Grantee so long as the assignee utilizes the Easement as contemplated herein.

In witness whereof, this instrument is executed this $\frac{12}{2}$	day of /tugus. 7, 20 20
Larry Sen Haman GRAN	TOR(S)
Signature Signature	Signature
Larry Gene Hamann Printed Name	Printed Name
THE STATE OF TEXAS §	
COUNTY OF Williamson \$	
This instrument was acknowledged before me on	ugnst 13 , 2020, and personally
appeared Lamy Grene Hamann	and
(SCBL)  ADELA SALAZAR	Of the second se
Notary ID #128326952 My Commission Expires September 3, 2023	Notary Public Sygnature

MUST RETURN ORIGINAL FORM FOR FILING MWSC is an equal opportunity provider and employer.



Z:\AUTOCAD\PROJECT DRAWINGS\2020 DRAWINGS\20-630 TREVOR LOESSIN.dwg 8/12/2020 11:11 AM

# EXHIBIT "A"

STATE OF TEXAS COUNTY OF WILLIAMSON **AUGUST 10,2020** 

# 20-FOOT-WIDE MANVILLE WSC EASEMENT 0.957 ACRE

These notes describe that certain tract of land located in the H.T. & B.R.R. CO. SURVEY, ABSTRACT NO. 318, situated in Williamson County, Texas; subject tract being over and across a called "84.81 Acres" conveyed in a Cause #4036-In Probate Annie Lettermann, guardian of the estates of Anna Marie Lettermann and Caroline Louise Lettermann minors to I H Hamann of Williamson County, dated 8-28-1947 and recorded in Volume 344 Page 420 of the Official Public Records of Williamson County (OPRWC), being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, during the month of August, 2020 and being more fully described as follows:

BEGINNING at a 1/2" Iron rod set (yellow cap stamped "ESMT") at the occupied west line of the I H Hammann 84.81 acres record in Volume 344 Page 420, same being the apparent East Line Of A Called "71.19 Acres" as recorded in Volume 2442, Page 263 Official Records of Williamson County (ORWC) a 5" cedar post for reference found at the occupied SWC of said "84.81 Acres bears South 07° 30' 22" West a distance of 1736.25 feet;

THENCE South 82° 09' 10" East with the south line of subject, a distance of 718.06 feet over and across said "84.81 acres", to a 1/2" Iron rod set (yellow cap stamped "ESMT")

THENCE South 81° 52' 37" East, over and across said "84.81 Acres", a distance of 1366.28 feet to a 1/2" Iron rod set (yellow cap stamped "ESMT") in the apparent common line of said 84.41 Acres and a called "59.00 Acres" as recorded in Instrument #2017012204 OPRWC; a 1" Iron pipe found at the apparent Southeast corner of said "84.81 Acres" bears South 81° 52' 37" West a distance of 1733.92 feet;

THENCE North 07° 30° 22" East with the Apparent common line "84.59 Acres" and said "59.00 Acres", a distance of 20.00 feet to a "PK Nail set in 10" Creosote Post") in or near the South Maintenance line of Williamson County Road No. 404

THENCE in or near the South maintenance line of WCR No. 404, over and across said "84.81 Acres",

1. North 81° 52' 37" West a distance of 1366.11 feet to a 1/2" Iron rod set (yellow cap stamped "ESMT")

2. North 82° 09' 10" West a distance of 718.22 feet to a 1/2" Iron rod set (yellow cap stamped "ESMT") at the Northwest corner of subject tract, same being in the aforementioned common line of said "84.81 Acres" and "71.19 Acres"

THENCE South 07° 30' 22" West with said common line of "84.81 Acres" and "71.19 Acres" a distance of 20.00 feet the PLACE OF BEGINNING containing according to the dimensions herein stated an area of 0.957 Acre of Land.

NOTE: Bearings and coordinates recited herein based on Texas Plane Coordinate System (central zone) NAD 83/93 adjustment and are grid values. Attention is invited to accompanying plat for further information.

Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249

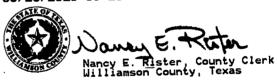
Bryan technical Services, Inc. TBPLS Firm No. 10128500 Bryantechnicalservices.com



MANVILLE WATER SUPPLY CORP PO BOX 248 COUPLAND, TX 78615 FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2020099181

ESMT Fee: \$37.00 08/25/2020 09:28 AM

OSALINAS



Form FmHA-Tx 442-9 (Rev. 7-85)

# UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

RIGHT OF WAY EASEMENT (General Type Easement)

(aguatat t) he maan	
KNOW ALL MEN BY THESE PRESENTS, that Henry (hereinafter called "Grantors"), in consideration good and valuable consideration paid by Manvil (hereinafter called "Grantee"), the receipt and su knowledged, does hereby grant, bargain, sell, tran its successors, and assigns, a perpetual easement install and lay and thereafter use, operate, insperemove water distribution lines and appurtenances of land, more particularly described in instrument Deed Records, Williamson County, Texas, and egress over Grantors' adjacent lands for the prights are granted. The easement hereby granted s Grantee is hereby authorized to designate the cour except that when the pipe line(s) is installed, th limited to a strip of land 15' in width the center as installed.	of one dollar (\$1.00) and other  le Water Supply Corp.  fficiency of which is hereby ac- sfer, and convey to said Grantee, with the right to erect, construct, ct, repair, maintain, replace, and over and across 160 acres recorded in Vol. 340, Page 109, together with the right of ingress urpose for which the above mentioned hall not exceed 15' in width, and se of the easement herein conveyed e easement herein granted shall be
The consideration recited herein shall constitute sustained by Grantors by reason of the installation in and the Grantee will maintain such easement in so that no unreasonable damages will result from it Agreement together with other provisions of this grunning with the land for the benefit of the Grant Grantors covenant that they are the owners of the lands are free and clear of all encumbrances and I the easement conveyed herein was obtained or assistance. This easement is subject to the proviut Act of 1964 and the regulations issued pursuant the continues to be used for the same or similar purpowas extended or for so long as the Grantee owns it	n of the structures referred to here- a state of good repair and efficiency ts use to Grantors' premises. This rant shall constitute a covenant ee, its successors, and assigns. The above described lands and that said iens except the following: improved through Federal financial sions of Title VI of the Civil Rights ereto for so long as the easement se for which financial assistance
IN WITNESS WHEREOF the said Grantors have exe	cuted this instrument this 8th
ACKNOWLEDGMENT	A Ray Tirb A HENRY RAY FRITZ and Tit, 8 LEONA FRITZ
STATE OF TEXAS COUNTY OF Williamson	
BEFORE ME, the undersigned, a Notary Public is this day personally appeared Henry Ray Fritz as known to me to be the person(s) whose name(s) is (sinstrument, and acknowledged to me that he (she) (poses and consideration therein expressed.	nd Leona Fritz are) subscribed to the foregoing they) executed the same for the pur-
of December 1988 .	HE 8th day
(Seal)	Verne Rohlack Notary Public in and for
	notary rubite in and for

LAVERNE ROHLACK OFFICIAL RECORDS

Williamson

\_\_\_\_County, Texas

TY T

VOL 1 / DOPAGE JUD

Return To:

VERNON PFLUGER Attorney At Law 103 12TH STREET, SUITE 205 PFLUGERVILLE, TEXAS /8060

5. no parce

FILED FOR RECORD

1989 APR -3 AM 10: 41

James & Despitator

STATE OF TEXAS COUNTY OF WILLIAMSON I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

> APR 4 1989

COUNTY CLERK **WILLIAMSON COUNTY, TEXAS**  Form FmHA-Tx 442-9 (Rev. 7-85)

# UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

RIGHT OF WAY EASEMENT

(General Type Easement)
KNOW ALL MEN BY THESE PRESENTS, that Jonathan E & Shavon K. fritz, (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Manyile Water Supply Grp. (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across 149.15 acres of land, more particularly described in instrument recorded in Vol. 330, Page 705, Deed Records, County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed.
The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to here in and the Grantee will maintain such easement in a state of good repair and efficient so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:
The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Right Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.  IN WITNESS WHEREOF the said Grantors have executed this instrument this day of December, 19 88.
STATE OF TEXAS/ COUNTY OF Williamson
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared <u>Mathan and Sharry Juty</u> known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.
of December My HAND AND SEAL OF OFFICE THIS THE DEVENTA day  (Seal)  (Seal)

WILLIAMSON COUNTY TEXAS

my term expires 4-22-89

Sin B. S.

Return To:

VERNON PFLUGER
Attorney At Law **103 12TH STREET, SUITE 205** 

PFLUGERVILLE, TEXAS 78660

FILED FOR REGORD

1989 APR -3 AM 10: 41

James & Beefelston

STATE OF TEXAS COUNTY OF WILLIAMSON I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County. Texas, as stamped hereon by me, on

> 4 1989 **APR**

WILLIAMSON COUNTY, TEXAS

9846

Form FmHA-Tx-442-9 (Rev 4-77)

# UNITED STATES DEPARTMENT OF AGRICULTURE Farmers Home Administration

RIGHT OF WAY EASEMENT (General Type Easement)
1 (0) 7 0 / 1/4
KNOW ALL MEN BY THESE PRESENTS, that Jony () fructules, a single man
(hereinafter called "Grantor"), in consideration of one dollar (\$1.00) and other good and valuable con-
sideration paid by Manvillo Wales Supply Cour, (hereinafter called
"Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain,
sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right
to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and
remove a Water Pipeline over and across
County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose
for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in
width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except
that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15'
in width the center line thereof being the pipeline as installed
The consideration recited herein shall constitute payment in full for all damages sustained by Grantors
by reason of the installation of the structures referred to herein and the Grantee will maintain such ease-
ment in a state of good repair and efficiency so that no unreasonable damages will result from its use to
Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant
running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant
that they are the owners of the above described lands and that said lands are free and clear of all encum-
brances and liens except the following:
The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant therto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.
IN WITNESS WHEREOF the said Grantors have executed this instrument this 25th day of
June , 19 82 Jony O. MICHALIK
A CALVIONAL EDICEMENTE
ACKNOWLEDGEMENT STATE OF Texas 0
COUNTY OF Williamson ()
BEFORE ME, the undersigned a Notary Public in and for said County and State, on this day per-
sonally appeared Known to me to be the person(s)
whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she)
(they) executed the same for the purposes and consideration therein expressed
Section 1
GIVEN UNDER MY HEAD TO SEE SATISFICE THIS THE 25th DAY OF June
19-82 Katy W. Soland
Notary Public In and For
11 R = 1 = 13

Williamson

KATY W. SAFARIK

\_\_\_County, Texas

THE STATE OF TEXA County of Williamson		I, James N. Boydsto	n, Clerk of th	e County Court	of said Count	y, do hereby cer-
tify that the foregoing inst	trument in w	vriting, with its certif	icate of author	entication, was fi	led for recor	d in my office on
the 27th day of	June	A.D. 19 <u>83</u> _, a	at 9:45	o'clock	A. M , and	duly recorded this
the 28th day of	June	A.D. 19 <u>83</u> , a	ıt 2:25	o'clock	P • M., in th	e
VITNESS MY H		Real of the County Cou		County, in Vol unty, at office in		
By James S	, 3	of claton Deputy		JAMES N. BC County Court,	•	•

FILED FOR RECORD

ATTORNEY AT LAW
1809 SUADSTON
AUSTIN, TEXAS 78791

FILED FOR RECORD

ATTORNEY AT LAW
1809 SUADALUPE STREET
AUSTIN, TEXAS 78791

9846 M

<del>}</del>

Form FmHA-Tx-442-9 (Rev 4-77)

#### UNITED STATES DEPARTMENT OF AGRICULTURE 9841 **Farmers Home Administration**

Notary Public In and For

County, Texas

KATY W. SAFARIK

THE STATE OF TEXAS County of Williamson I, James N. Boydston, 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 day of June A.D. 19 83, at 9:45 27th \_ o'clock A. M., and duly recorded this \_ day of \_\_\_\_\_\_ A.D. 19\_83 , at \_\_\_\_ 2:00 o'clock P · M., in the 28th Records of said County, in Vol. 925 Deed WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written. JAMES N. BOYDSTON, CLERK, County Court, Williamson County, Texas

VERNON M. PFLUGER
ATTORNEY AT LAW
1509 GUADALUPE STREET
AUSTR, TEXAS 78701

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"VOL 2075PAGE 267

Form FmHA-Tx 442-9 (Kmv. 7-85)

# UNITED STATES DEPARTMENT OF ACRICULTURE FARMERS HOME AUMINISTRATION

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RIGHT OF WAY EASEMENT (General Type Easement)

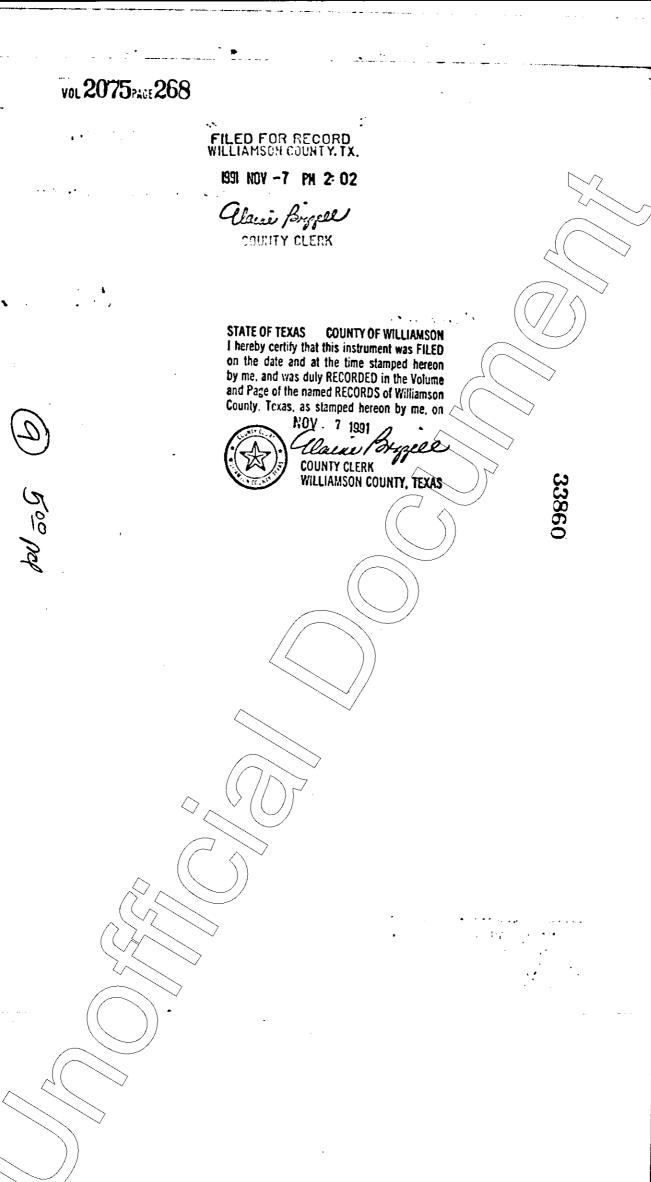
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by MANVille Water Supply Corp.
(hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across of land, more particularly described in instrument recorded in Val. 602 Page 34.

Deed Records, Williamson County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The assument hareby granted shall not exceed 15 in width, and Grantes is hereby authorized to designate the course of the assument harein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantus will maintain such susement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agrossent together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantes, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Crantes owns it, whichever is longer.

and the same and the same	urad dans fr' Autousant is Toulet.
IN WITNESS WHEREOF the said Grants	ors have executed this instrument this
19 day of September	er 19 91.
	HowardE. Texchelman
•	
ACK	NOVILED CHENT
COUNTY OF Williams	
BEFORE ME	-
this day personally convert the	ary Public in and for said County and State, on
known to me to be the person (s) whose	in Chickelman
	f NA film) filmous accommand when a file at
poses and consideration therein express	sed.
CIVEN UNDER HY HAND AND SEAL OF OF	FFICE THIS THE Niviteenth day
ofSext	day
	1. 1.00
(Seal)	Spring O'Donnell
SARRIE L. ODONNELL	Notary Public in and for
NOTARY PUBLIC	1.1.11
State of Texas Comm. Exp. 10-25-94	Williamson County, Texas
	, OFFICIAL RECORDS
	WILLIAMSON COUNTY, TEXAS
(/ ) )	a a a serie ( mento



Form FmHA-Tx 442-9 (Rav. 7-85)

# UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

RIGHT OF WAY EASEMENT (Ceneral Type Easement)

33861

KNOW ALL MEN BY THESE PRESENTS, that ALLEN J. URBANEK & MARY ANN URBAN (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by MANVILLE WATER SUPPLY CORP. (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Crantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereatter use, operate, inspect, repair, maintain, replace, and acres of land, more particularly described in instrument recorded in Vol. 18 42, Page 237, Deed Records, WILLIAMSON County, Texas, together with the right of ingress and agress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The wasument hereby granted shall not exceed 15' in width, and Grantes is hereby authorized to designate the course of the sesement herein conveyed except that when the pipe line(b) is installed, the essement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pips line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

The assement conveyed herein was obtained or improved through Faderal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuent thereto for so long as the essement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

was extended or for so lor	g as the Grantee owns it	. whichever is longer.	assizeaties
IN WITNESS WHEREOF CH	said Grantors have executed from 19_		this
	ace	u J. Urbanek	
	mary	y ann. Thelma	B
	ACKNOWLEDGHENT		
COUNTY OF WILLIA			
BEFORE ME, the understhis day personally appear known to me to be the personatrument, and acknowledge poses and consideration the	on(s) whose name(s) is (a ed to me that he (she) (	NEK 9 MARY A	NN URBANE foregoing
of SEPT.	ND SEAL OF OFFICE THIS TO	HE 2514	day
LAVERNE ROHLACK	Ja	Verne Roll Notary Publi	c in and for
Notary Public, State of Texas My Commission Expires DEC 9, 1993	n/2	LIAMSON C	ounty, Texas

, OFFICIAL RECORDS
WILLIAMSON COUNTY TEXAS

FILED FOR RECORD WILLIAMSON COUNTY, TX.

1991 NOV -7 PM 2: 02

Classic Brygell COUNTY CLERK

STATE OF TEXAS COUNTY OF WILLIAMSON I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED in the Volume and Page of the named RECORDS of Williamson County Texas, as stamped hereon by me, on

MBV 1 7 1991

COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

9 500

33861

# **Attachment F**

# Wilco - U-80A - Joint Use Agreement

# **NOT APPLICABLE**

# **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024 Corridor A-2 Settlement Agreement

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on a condemnation acquisition settlement agreement with Charles R. Barr, Diane Barr and Clyde Barr to acquire 0.535 ac needed for the Corridor A-2 project. Funding Source: LTP P457

#### **Background**

### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

#### Agreement

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 10:25 AM

Form Started By: Charlie Crossfield Started On: 09/25/2024 02:18 PM Final Approval Date: 09/26/2024

43.

# Sheets & Crossfield, PLLC

#### ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246 Phone 512-777-9074 (D) • mylan@scrrlaw.com

September 13, 2024

### CONDEMNATION ACQUISITION SETTLEMENT AGREEMENT

Charles R. Barr, Diane Barr, Clyde Barr 1451 FM 3349 Taylor, Texas 76574

Re:

Williamson County—Corridor A-2

Parcel No.: 1

Dear Charles Barr:

In follow up to our recent phone conversation, please allow this letter to constitute a Condemnation Acquisition Settlement Agreement ("Agreement") between Williamson County, Texas ("County") and Charles R. Barr, Diane Barr, Clyde Barr, and Unknown Heirs of Edna Guenzel Barr (collectively "Barr") in connection with the project identified herein and the fee simple right of way parcel interest to be acquired as part of the County's Corridor A-2 road improvement project (the "Project"). The terms of this Agreement and the settlement reached are follows:

- 1. County agrees to pay, and Barr agrees to accept, the total sum of <a href="Two-Hundred Twenty-Three Thousand Seven Hundred Eleven and No/100 Dollars (\$223,711.00)">Thousand Seven Hundred Eleven and No/100 Dollars (\$223,711.00)</a> in compensation ("Agreed Value") to Barr and any unknown heirs for the acquisition of 0.535 acre sought to be acquired, and any damages to the remaining property of Barr not acquired (the "Property"), with such location and acquisition as further described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.
- 2. The parties further agree that an Agreed Special Commissioners Award ("Award") in the amount of the Agreed Value shall be entered by the appointed commissioners at a hearing to be set on a date chosen at the discretion of County following the filing of a condemnation by County suit to acquire the Property at its earliest convenience.

By execution of this agreement Barr understands and acknowledges that they have been informed of the entitlement to receive fair market value payment for the Parcel, as set out in Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655), and the legal right to an appraisal, and is waiving those rights.

The County and Barr further acknowledge and agree that any and all statutory prerequisites to the filing of a condemnation suit to acquire the Property as set out in Texas Property Code Chapter 21, or any other applicable Texas law or constitution, have either been satisfied or are being specifically waived for purposes of expeditiously completing the terms of this Agreement and payment of the Agreed Value.

The parties agree that all costs of the condemnation suit, other than any attorneys' fees which shall be paid by each party as incurred, shall be assessed against and be the responsibility of County.

3. It is agreed that neither County nor Barr will file objections to the Award of Special Commissioners in this cause so long as the executed Award is equal to the amount of the Agreed Value, and the County deposits the full Award amount into the registry of the court within twenty-one (21) days following the entry and filing of the Award.

If this letter correctly sets forth the terms of our Agreement and the settlement reached between the County and Barr, please so indicate by having the appropriate persons execute this letter in the space indicated below. As we discussed, if you will contact me when this letter has been signed by the owners below, we can arrange for pickup at your convenience and submitted for formal approval by the County and begin the procedures as outlined for completion.

Very truly yours,

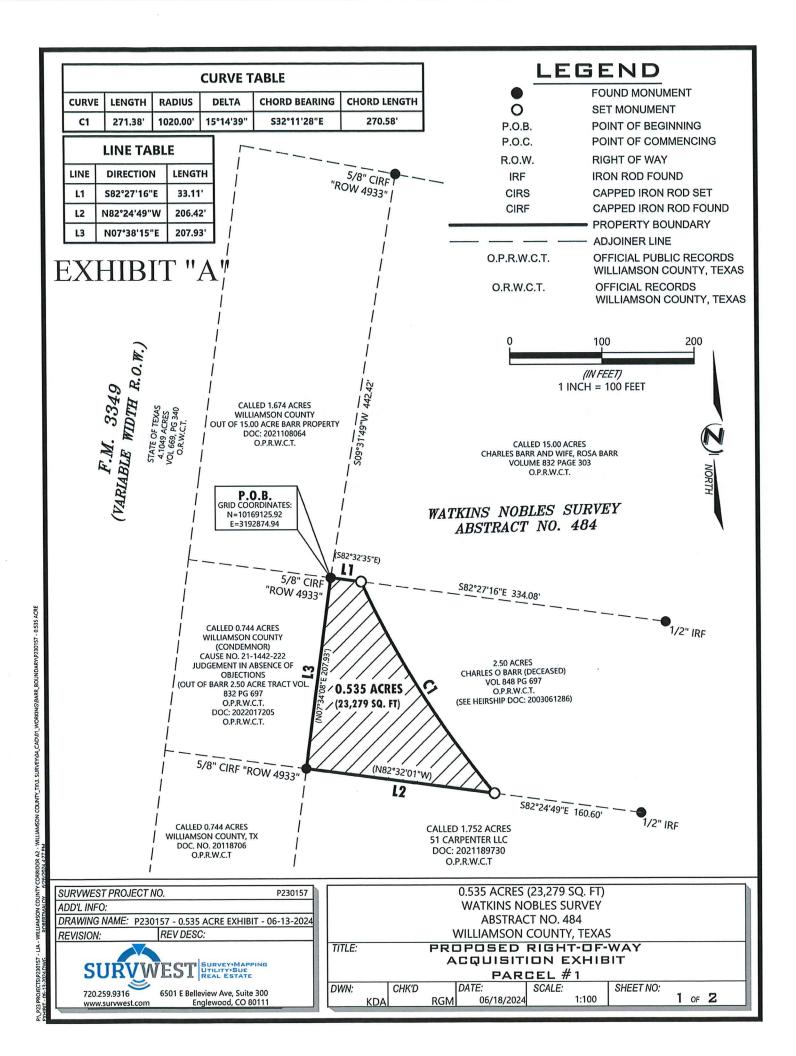
Mylan W. Shaunfield Sheets & Crossfield, PLLC Attorneys for County

[signature pages follow]

# AGREED AND ACCEPTED:

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

Charles R. Barr	
Date: 9/24/24	
Clyde G BAM Clyde Barr Date: 9/24/24	Diane Barr  Date: 9/24/24
AGREED AND ACCEPTED:	
WILLIAMSON COUNTY, TEXAS	
By: Bill Gravell, Jr. County Judge	<u> </u>



BEING A 0.535 ACRE (23,279 SQUARE FEET) TRACT OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484, WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF THE REMAINING PORTION OF A CALLED 2.500 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO CHARLES O. BARR IN VOLUME 848, PAGE 697, DEED RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING SUBJECT TO THE AFFIDAVIT OF HEIRSHIP FROM CHARLES O. BARR TO DIANE BARR, CLYDE BARR AND CHARLES R BARR, IN DOCUMENT NO. 2003061286 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, (PARCEL 01). SAID 0.535 ACRE (23,279 SQUARE FEET) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" FOUND, (GRID COORDINATES N= 10169125.92, E= 3192874.94) FOR NORTHWEST CORNER OF THE REMAINING PORTION OF THE SAID 2.500 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A 0.744 ACRE TRACT OF LAND DESCRIBED IN THE JUDGEMENT IN ABSENCE OF OBJECTIONS CONVEYANCE UNTO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2022017205, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING THE SOUTHEAST CORNER OF A CALLED 1.674 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2021108064, SAID OFFICIAL PUBLIC RECORDS, BEING A SOUTHWEST CORNER OF A CALLED 15.00 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO CHARLES BARR AND WIFE, ROSA BARR, RECORDED IN VOLUME 832, PAGE 303, SAID OFFICIAL PUBLIC RECORDS, AND BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT:

THENCE, SOUTH 82°27'16" EAST, WITH THE NORTH LINE OF SAID 2.50 ACRE TRACT AND A SOUTHERLY LINE OF SAID 15.00 ACRE TRACT, A DISTANCE OF 33.11 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "SURVWEST" SET (HEREINAFTER REFERRED TO AS CAPPED IRON ROD SET) ON THE SAID NORTH LINE OF THE 2.500 ACRE TRACT, AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, AND THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT. FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF THE SAID 2.50 ACRE TRACT BEARS SOUTH 82°27'16" EAST, A DISTANCE OF 334.08 FEET:

THENCE OVER AND ACROSS SAID 2.50 ACRE TRACT AND SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1020.00 FEET, A CENTRAL ANGLE OF 15°14'39", AN ARC LENGTH OF 271.38 FEET AND A CHORD WHICH BEARS SOUTH 32°11'28" EAST, A DISTANCE OF 270.58 FEET TO A CAPPED IRON ROD SET IN THE SOUTH LINE OF SAID 2.50 ACRE TRACT, IN THE NORTH LINE OF A CALLED 1.752 ACRE TRACT OF LAND DESCRIBED IN A CORRECTION AFFIDAVIT AS TO WARRANTY DEED TO 51 CARPENTER LLC, A TEXAS LIMITED LIABILITY COMPANY IN DOCUMENT NO. 2021189730, SAID OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 2.50 ACRE TRACT BEARS SOUTH 82°24'49" EAST, A DISTANCE OF 160.60 FEET;

THENCE, NORTH 82°24'49" WEST, WITH THE SOUTH LINE OF SAID 2.50 ACRE TRACT AND THE NORTH LINE OF SAID 1.752 ACRE TRACT, A DISTANCE OF 206.42 FEET TO A 5/8-INCH IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" FOUND AT THE NORTHWEST CORNER OF SAID 1.752 ACRE TRACT, THE SOUTHWEST CORNER OF SAID 2.500 ACRE TRACT, AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 07°38'15" EAST, WITH THE WEST LINE OF SAID 2.50 ACRE TRACT AND THE EAST LINE OF SAID 0.744 ACRE TRACT, A DISTANCE OF 207.93 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.535 ACRE (23,279 SQUARE FEET) OF LAND MORE OR LESS.

## **NOTES**

- 1. DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
- 2. BASIS OF BEARING IS BASED ON AN OPUS SOLUTION DATED DECEMBER 5, 2023 AND REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE (4203). COORDINATES SHOWN HEREON ARE GRID.
- 3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. NO RESEARCH INTO EASEMENTS / ENCUMBRANCES WAS PERFORMED.

#### SURVEYORS CERTIFICATION

I, ROBERT GLEN MALOY, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION FROM A SURVEY MADE ON THE GROUND ON MARCH 31, 2024, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SAID SURVEY.

ROBERT GLEN MALOY
STATE OF TEXAS REGISTRATION NUMBER 6028



				0.535 ACRES	(23,279 \$	SQ. FT)			
WATKINS NOBLES SURVEY									
ABSTRACT NO. 484									
WILLIAMSON COUNTY, TEXAS									
TITLE:			PRO	POSED	RIGH	r-0F-	WAY		
			A	CQUISIT	ON E	XHIB	IT		
PARCEL #1									
DWN:		CHK'D		DATE:	SCALE:		SHEET NO:	_	_
	KDA		RGM	06/18/2024		1:100		<b>2</b> of	2
			10000						THE REAL PROPERTY.

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GLEN

# **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024 Corridor B Purchase Contract

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

44.

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on a real estate contract and leaseback agreement with Norietta J. Schmidt as trustee of the Norietta J. Schmidt Revocable Living Trust to acquire 11.484 ac needed for the Chandler Road /Corridor B project. Funding Source: LTP P457

### **Background**

### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

contract

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 10:27 AM

Form Started By: Charlie Crossfield Started On: 09/25/2024 02:23 PM Final Approval Date: 09/26/2024

# REAL ESTATE CONTRACT

Future Corridor B (Chandler Road)

THIS REAL ESTATE CONTRACT ("Contract") is made by and between NORIETTA J. SCHMIDT, as Trustee for the NORIETTA J. SCHMIDT REVOCABLE LIVING TRUST (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 11.484 AC tract of land situated in the Samuel Pharrass Survey, Abstract No. 496, Williamson County, Texas and being all of the remnant portion of the called 105.439 AC tract of land conveyed to Norietta J. Schmidt, as trustee for the Norietta J. Schmidt revocable living trust, recorded in Document No. 204051253 of the Official Public Records of Williamson County, Texas and being more fully described by metes and bounds in Exhibit "A", attached hereto.

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, or bisected by the acquisition and not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

# ARTICLE II PURCHASE PRICE

#### Purchase Price

2.01. The Purchase Price for the Property shall be the sum of TWO MILLION TWO HUNDRED SEVENTY-SIX THOUSAND ONE HUNDRED SIX and 00/100 Dollars (\$2,276,106.00).

#### 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

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.

# ARTICLE V CLOSING

### Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before October 31, 2024, 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 in fee simple to all of the Property or as otherwise described herein, free and clear of any and all liens and restrictions, except for the following:
  - (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
  - (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
  - (c) Any exceptions approved by Purchaser in writing.
- (2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporation herein.
- (3) Provide reasonable assistance, 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, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement 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".
- (4) Deliver to Purchaser possession of the Property, subject to leaseback as set out in Paragraph 5.03(b) herein.

# Purchaser's Obligations at Closing

- 5.03. At the Closing, Purchaser shall:
  - (a) Pay the cash portion of the Purchase Price.
  - (b) At Closing, Purchaser and Seller shall enter into a lease agreement (the "Leaseback Agreement") wherein Purchaser, as Landlord, shall lease back to Seller, as Tenant, the Property for an initial term which shall terminate on or before March 1, 2025, such term commencing on the Closing Date.

The Leaseback Agreement shall be in the form attached hereto as Exhibit "C".

#### **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 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 Purchaser.
  - (4) Attorney's fees paid by each party respectively as incurred.

# ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

# ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow

Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

# ARTICLE VIII MISCELLANEOUS

#### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

# Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and insure 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, which date is indicated beneath the 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.

#### Purchase of Future Right of Way

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for the proposed future Corridor B (Chandler Road) right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

# **GRANTOR**:

# The Norietta J. Schmidt Revocable Living Trust

The Horizon of Somming 200 outside 200	
By: Norietta J. Schmidt  Name: Norietta J. Schmidt	
Its: Trustee	
PURCHASER:	
WILLIAMSON COUNTY, TEXAS	
,	
By:	Address: 710 Main Street, Suite 101
Bill Gravell, Jr.	Georgetown, Texas 78626
County Judge	
Date:	

#### Exhibit "A"

County: Williamson

Project: Corridor B – Chandler Road Segment 2

Tax ID: R497358 and R020056

Parcel: 79 - Schmidt

#### METES AND BOUNDS DESCRIPTION

FOR A 11.484 ACRE TRACT OF LAND SITUATED IN THE SAMUEL PHARRASS SURVEY, ABSTRACT NO. 496, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE REMNANT PORTION OF THE CALLED 105.439 ACRE TRACT OF LAND CONVEYED TO NORIETTA J. SCHMIDT, AS TRUSTEE FOR THE NORIETTA J. SCHMIDT REVOCABLE LIVING TRUST, RECORDED IN DOCUMENT NO. 2004051253 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 11.484 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF SEPTEMBER 2024, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with aluminum cap marked "SAM" (Grid Coordinates: N=10195951.98, E=3197823.13) monumenting the northwest corner of said remnant portion of the 105.439 acre Schmidt tract, the northeast corner of the called 10.25 acre tract of land conveyed to Deefam LLC, recorded in Document No. 2022097025 of the Official Public Records of Williamson County, Texas, the southeast corner of the called 5.33 acre tract of land (Parcel 24) conveyed to Williamson County, Texas, recorded in Document No. 2008069495 of the Official Public Records of Williamson County, Texas and the southwest corner of the called 7.567 acre tract of land (Parcel 25) conveyed to Williamson County, Texas, recorded in Document No. 2008062545 of the Official Public Records of Williamson County, Texas, same being on the south right-of-way line of Chander Road (220' Right-of-way width) for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod found monumenting an angle point on the north boundary line of said 10.25 acre Deefam LLC tract and the south boundary line of said 5.33 acre Williamson County, Texas tract, same being on said south right-of-way line of Chandler Road, bears S 73°05'50" W for a distance of 673.83 feet;

THENCE, with the north boundary line of said remnant portion of the 105.439 acre Schmidt tract, the south boundary line of said 7.567 acre Williamson County, Texas tract and said south right-of-way line of Chandler Road, the following three (3) courses and distances:

1. N 73°00'40" E for a distance of 955.49 feet to a 1/2" iron rod found monumenting the beginning of a curve to the right, from which a 1/2" iron rod found monumenting a point of curvature on the south boundary line of the called 84.843 acre tract of land conveyed to Chandler Realty LLC, recorded in Document No. 2021196442 of the Official Public Records of Williamson County, Texas and the north boundary line of said 7.567 acre Williamson County, Texas tract, same being on the north right-of-way line of said Chandler Road, bears N 16°58'13" W for a distance of 220.16 feet;

County: Williamson

Project: Corridor B – Chandler Road Segment 2

Tax ID: R497358 and R020056

Parcel: 79 - Schmidt

2. With said curve to the right an arc length of 421.43 feet, said curve having a radius of 1277.00 feet, a delta angle of 18°54'30" and a chord which bears N 82°31'45" E for a distance of 419.52 feet to a 1/2" iron rod found for the end of this curve hereof;

3. S 87°57'22" E for a distance of 123.61 feet to a 5/8" iron rod with aluminum cap set marked "WILLIAMSON COUNTY" on the northeast corner of said remnant portion of the 105,439 acre Schmidt tract, the southeast corner of said 7,567 acre Williamson County, Texas tract, the southwest corner of the called 12.212 acre tract of land (Parcel 26) conveyed to Williamson County, Texas, recorded in Document No. 2010009119 of the Official Public Records of Williamson County, Texas and the northwest corner of the called 0.954 acre tract of land conveyed to Williamson County, Texas, recorded in said Document No. 2010009119, for the northeast corner hereof, from which an iron rod found with aluminum cap marked "SAM" monumenting the northeast corner of said 7.567 acre Williamson County, Texas tract, the southeast corner of said 84.843 acre Chandler Realty LLC tract, the most westerly northwest corner of said 12.212 acre Williamson County, Texas tract and the southwest corner of the called 34.658 acre tract of land conveyed to CO RD 366 Taylor, LLC, recorded in Document No. 2018063937 of the Official Public Records of Williamson County, Texas, same being on said north right-of-way line of Chandler Road, bears N 21°17'26" W for a distance of 239.64 feet, also from said 5/8" iron rod set with aluminum cap marked "WILLIAMSON COUNTY, a 1/2" iron rod found. bears S 53°38'32" E for a distance of 0.31 feet;

THENCE, **S 21°26'14"** E with the east boundary line of said remnant portion of the 105.439 acre Schmidt tract and the west boundary line of said 0.954 acre Williamson County, Texas tract, for a distance of **188.48 feet** to a 5/8" iron rod found monumenting the southeast corner of said remnant portion of the 105.439 acre Schmidt tract and the southwest corner of said 0.954 acre Williamson County, Texas tract, same being on the north boundary line of the remnant portion of the called 77.84 acre tract of land (Tract One), conveyed to Tina Mekolik in Revocable Transfer of Death Deed, recorded in Document No. 2022043870 of the Official Public Records of Williamson County, Texas, for the southeast corner hereof;

THENCE, **S** 68°59'13" **W** with the south boundary line of said remnant portion of the 105.439 acre Schmidt tract and said north boundary line of the remnant portion of the 77.84 acre Mekolik tract for a distance of **460.91** feet to a 1/2" iron rod found in concrete monumenting the northwest corner of said remnant portion of the 77.84 acre Mekolik tract and the northeast corner of the called 217.73 acre tract of land conveyed to Ross Stromberg and wife, Pat Stromberg, recorded in Document No. 2000061659 of the Official Public Records of Williamson County, Texas, for an angle point hereof;

County: Williamson

Project: Corridor B – Chandler Road Segment 2

Tax ID: R497358 and R020056

Parcel: 79 - Schmidt

THENCE, **S** 68°35'04" W with said south boundary line of the remnant portion of the 105.439 acre Schmidt tract and the north boundary line of said 217.73 acre Stromberg tract for a distance of 1012.48 feet to a 1/2" bent iron rod found monumenting the southwest corner of said remnant portion of the 105.439 acre Schmidt tract and the southeast corner of said 10.25 acre Deefam LLC tract, for the southwest corner hereof;

THENCE, N 21°24'00" W with the west boundary line of said remnant portion of the 105.439 acre Schmidt tract and the east boundary line of said 10.25 acre Deefam LLC tract for a distance of 409.29 feet to the POINT OF BEGINNING hereof and containing 11.484 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00012 per Document No. 2008062545 of the Official Public Records of Williamson County, Texas.

A drawing has been prepared to accompany this metes and bounds description.

◇ DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TX 78628 (512) 931-3100

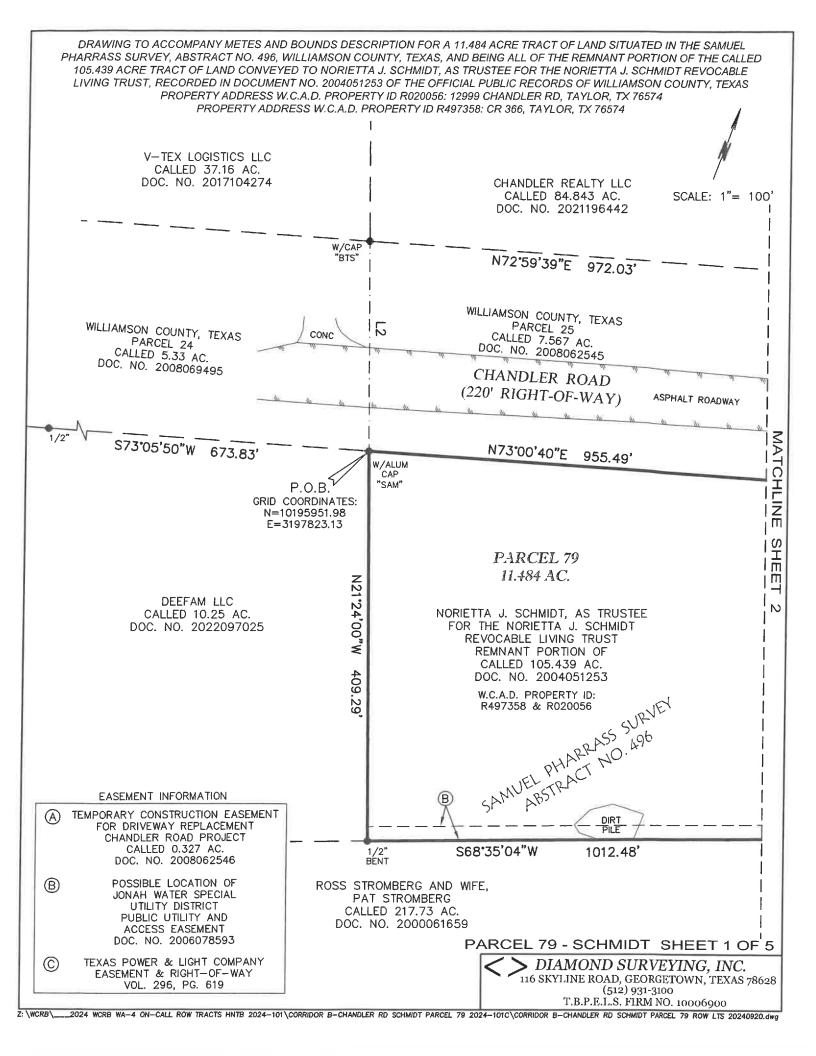
T.B.P.E.L.S. FIRM NUMBER 10006900

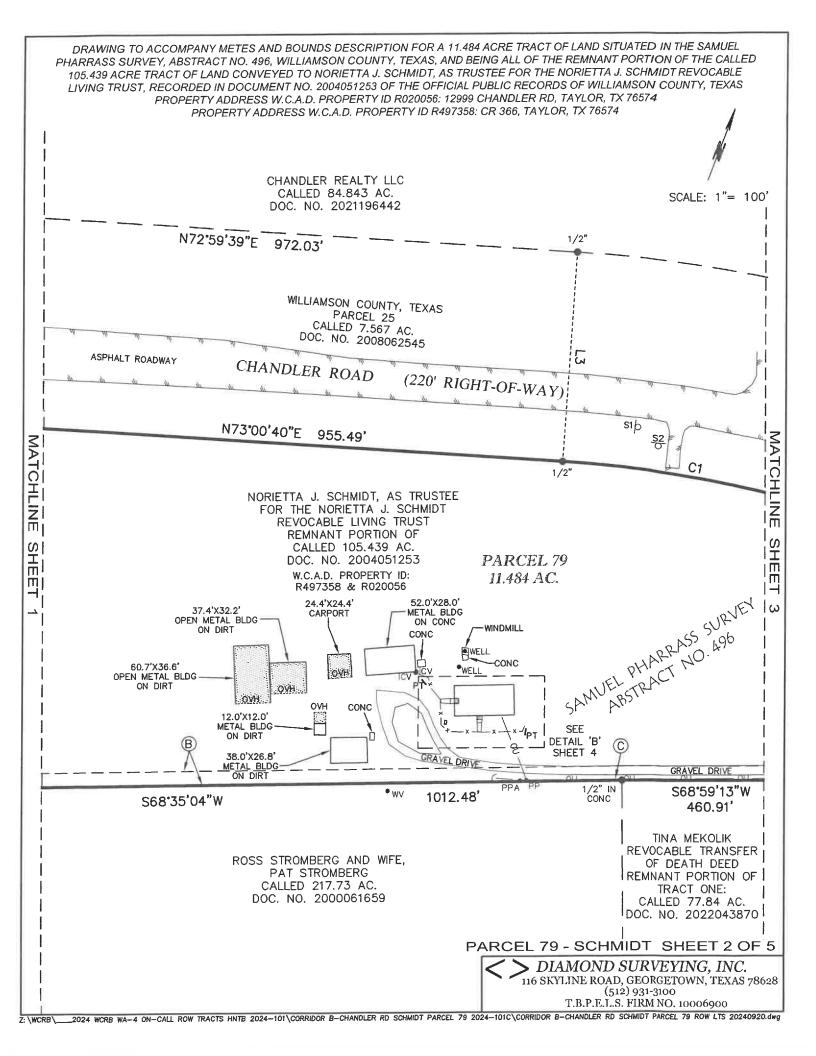
September 20, 2024

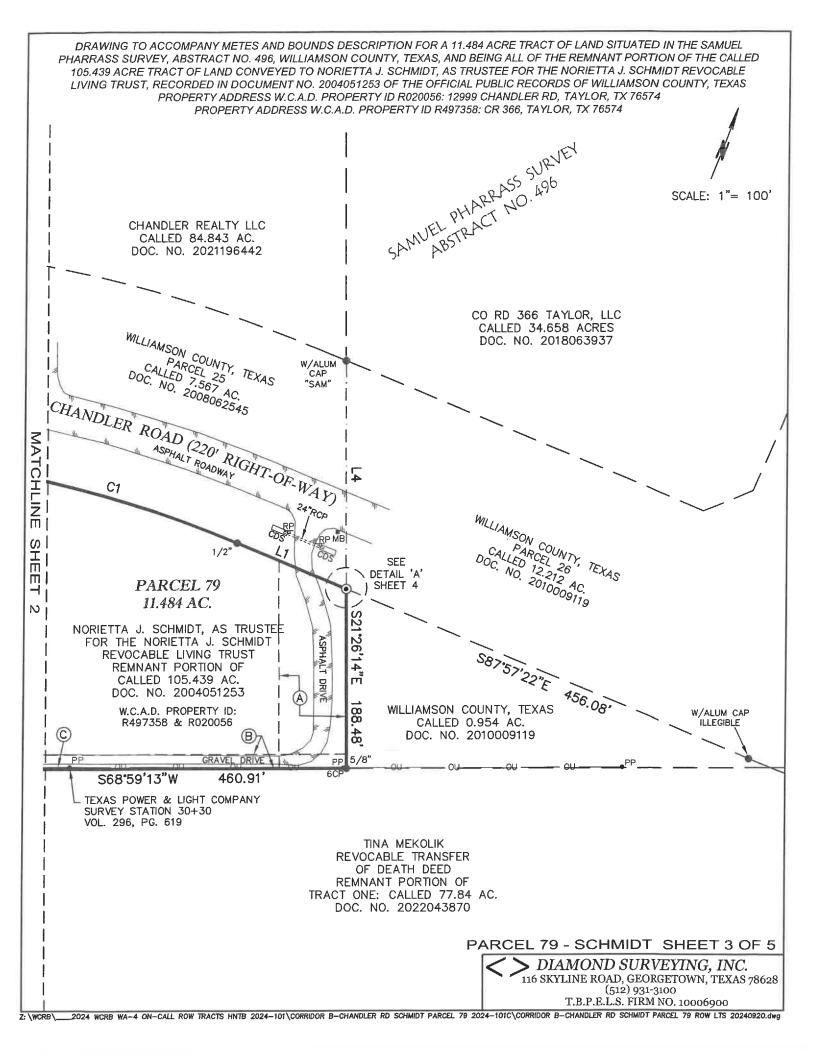
SHANE SHAFER, R.P.L.S. NO. 5281

DATE

Z:\WCRB\\_\_2024 WCRB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\CORRIDOR B-CHANDLER RD SCHMIDT PARCEL 79 2024-101C\CORRIDOR B-CHANDLER RD PARCEL 79 SCHMIDT ROW M&B 20240920.doc

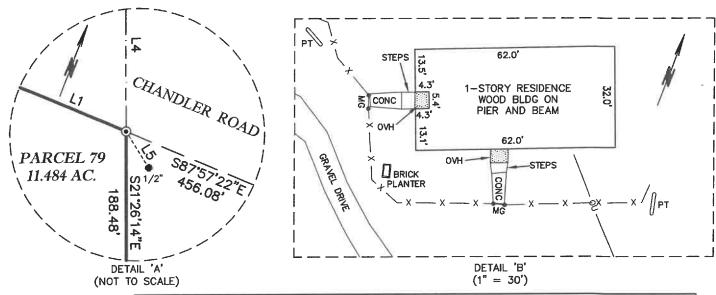






DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.484 ACRE TRACT OF LAND SITUATED IN THE SAMUEL PHARRASS SURVEY, ABSTRACT NO. 496, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE REMNANT PORTION OF THE CALLED 105.439 ACRE TRACT OF LAND CONVEYED TO NORIETTA J. SCHMIDT, AS TRUSTEE FOR THE NORIETTA J. SCHMIDT REVOCABLE LIVING TRUST, RECORDED IN DOCUMENT NO. 2004051253 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS PROPERTY ADDRESS W.C.A.D. PROPERTY ID R020056: 12999 CHANDLER RD, TAYLOR, TX 76574

PROPERTY ADDRESS W.C.A.D. PROPERTY ID R497358: CR 366, TAYLOR, TX 76574



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1277.00'	421.43'	18'54'30"	N82°31'45"E	419.52'

	LEGEND
•	IRON ROD FOUND
•	5/8" IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●w∨	JONAH WATER WATER VALVE ON CONCRETE
•ICV	IRRIGATION CONTROL VALVE CAPPED WELL
•PP •PPA	POWER POLE POWER POLE ABANDONED
(	DOWN GUY
<del>∵</del> RP	REFLECTOR POST
<del>-0</del> -S1	SIGN
■WB	MAIL BOX
● 6CP	6" CEDAR POST LEANING
	RIGHT-OF-WAY DEED LINE
_ # # # #	EDGE OF PAVEMENT
OU OU	OVERHEAD UTILITY LINE
OVH	OVERHANG
BLDG	BUILDING
CONC	CONCRETE
CDS	
	REINFORCED CONCRETE PIPE
MG	
	PROPANE TANK POINT OF BEGINNING
	WILLIAMSON CENTRAL APPRAISAL DISTRICT
W.C.A.D.	WILLIAMSON CENTRAL AFFRAISAL DISTRICT

LINE TABLE					
LINE	BEARING	DISTANCE			
L1	S87'57'22"E	123.61'			
L2	N21"16'20"W	220.49'			
L3	N16'58'13"W	220.16'			
L4	N2117'26"W	239.64'			
L5	S53*38'32"E	0.31'			

#### NOTES:

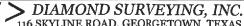
- 1) BEARING BASIS; NAD-83, TEXAS CENTRAL ZUNE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012 PER DOCUMENT NO. 2008062545, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. COORDINATES FOR THIS PROJECT ARE SURFACE BASED ON SAID COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012.
- 2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- 3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0530F, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.

SIGN LEGEND

S1 = COUNTY ROAD 366

S2 = COLDWELL BANKERS FOR SALE BILLBOARD

#### PARCEL 79 - SCHMIDT SHEET 4 OF 5



116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628 (512) 931-3100 T.B.P.E.L.S. FIRM NO. 10006900 DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.484 ACRE TRACT OF LAND SITUATED IN THE SAMUEL PHARRASS SURVEY. ABSTRACT NO. 496, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE REMNANT PORTION OF THE CALLED 105.439 ACRE TRACT OF LAND CONVEYED TO NORIETTA J. SCHMIDT, AS TRUSTEE FOR THE NORIETTA J. SCHMIDT REVOCABLE LIVING TRUST, RECORDED IN DOCUMENT NO. 2004051253 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS PROPERTY ADDRESS W.C.A.D. PROPERTY ID R020056: 12999 CHANDLER RD, TAYLOR, TX 76574

#### TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Texan Title Insurance Company, Commitment for Title Insurance (T-7) GF No. GT2201376, which bears an Effective Date November 7, 2022 and an Issued Date of November 17, 2022 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

The following restrictive covenants of record:

10a. An Oll, Gas and Mineral Lease dated August 30, 1939, by and between George J. Kroschewsky and Annie Kroschewsky as Lessor, and M. Aldridge as Lessee, recorded in Volume 298, Page 332, Deed Records, Williamson County, Texas, and all rights incident thereto. Not a survey matter.

10b. Easement dated July 1, 1936, to Texas Power & Light Company, recorded in Volume 281, Page 310, Deed Records, Williamson County, Texas. Not a part of the subject tract.

10c. Easement dated April 24, 1939, to Texas Power & Light Company, recorded in Volume 296, Page 619, Deed Records, Williamson County, Texas. Is a part of the subject tract as shown hereon.

10d. Easement dated September 11, 2006, to Jonah Water Special Utility District, recorded under Document No. 2006078593, Official Public Records, Williamson County, Texas. The possible location of said easement is a part of the subject tract and is shown hereon. Said instrument states: "The easement will be fifteen feet wide with the pipe line to set the center of the easement. The water line will run east to west on the south boundary of the property."

10e. Easement dated August 8, 2008, to Williamson County, recorded under Document No. 2008062546, Official Public Records, Williamson County, Texas. Is a part of the subject tract as shown hereon, may have expired. Said instrument states: "This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area shall revert to and become the responsibility of the Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate eight months after the beginning of the work upon the Property, or on the date of completion of construction of the Project, whichever occurs first, at which time Grantee shall have no further right or interest in the Property."

10f. Easement dated December 18, 2018, to Jonah Water Special Utility District, recorded under Document No. 2018111212, Official Public Records, Williamson County, Texas. Not a part of the subject tract.

10g. Easement dated February 13, 2018, to V-Tex Logistics LLC, recorded under Document No. 2018023854, Official Public Records, Williamson County, Texas. Not a part of the subject tract.

To: Williamson County, Texas, Texan Title Insurance Company and Longhorn Title Company, LLC, exclusively,

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on September 19, 2024. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1A, CONDITION III LAND TITLE SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR DWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



PARCEL 79 - SCHMIDT SHEET 5 OF 5

> DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628 (512) 931-3100 T.B.P.E.L.S. FIRM NO. 10006900

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

#### Exhibit "B"

#### DEED

Corridor B (Chandler Road)

THE STATE OF TEXAS 

S
COUNTY OF WILLIAMSON 

S

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 NORIETTA J. SCHMIDT, as Trustee for the NORIETTA J. SCHMIDT REVOCABLE LIVING TRUST, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 11.484 AC tract of land situated in the Samuel Pharrass Survey, Abstract No. 496, Williamson County, Texas and being all of the remnant portion of the called 105.439 AC tract of land conveyed to Norietta J. Schmidt, as trustee for the Norietta J. Schmidt revocable living trust, recorded in Document No. 204051253 of the Official Public Records of Williamson County, Texas and being more fully described by metes and bounds in Exhibit "A", attached hereto.

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 Corridor B (Chandler Road).

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.

Grantee acknowledges that it is an entity which possesses the power of condemnation, and that the deed for the Property is being delivered for proposed future Corridor B (Chandler Road) right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

IN WITNESS WHEREOF, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2024.

[signature page follows]

GRANTOR:	
The Norietta J. Schmidt Re	vocable Living Trust
By: Nossetta J. Schme	dt
Name: Norietta J. Schmidt	
Its: Trustee	
	ACKNOWLEDGMENT
STATE OF TEXAS	<b>§</b>
COUNTY OF	
This instrument was acka 2024 by Norietta J. Schmidt, i therein.	nowledged before me on this the day of, in the capacity and for the purposes and consideration recited
	Notary Public, State of Texas
PREPARED IN THE OFFICE	C OF:
	Sheets & Crossfield, PLLC
	309 East Main Round Rock, Texas 78664
GRANTEE'S MAILING ADDR	ESS:
	Williamson County, Texas
	Attn: County Auditor
	710 Main Street, Suite 101 Georgetown, Texas 78626
	,,

AFTER RECORDING RETURN TO:

# Exhibit "C"

# RESIDENTIAL LEASE AGREEMENT

By this Residential Lease Agreement ("Lease") between WILLIAMSON COUNTY, <u>TEXAS</u>, a political subdivision of the State of Texas and the true and lawful owner of the Premises subject of this Lease, (hereafter called "Landlord"); and NORIETTA J. SCHMIDT, as Trustee for the NORIETTA J. SCHMIDT REVOCABLE LIVING TRUST, (hereafter collectively called "Tenant"); Landlord hereby leases to Tenant, and the Tenant hires and takes form the Landlord, 11.52 acres located at 12999 Chandler Road, Taylor, Texas 76574 (hereinafter referred to as the "Premises), to be used and occupied solely as a strictly private dwelling for one family only, by the Tenant and the family of the Tenant and not otherwise, according to the following terms and conditions:

- 1. TERM. The initial term of this Lease shall not exceed FIVE (5) months commencing on November 1, 2024 ("Commencement Date") and ending on March 1, 2025, at 11:59 p.m. ("Termination Date").
- 2. RENT. Tenant agrees to pay, without demand, deduction or offset, to Landlord as rent for the Premises ONE THOUSAND and no/100 Dollars (\$1,000.00) for the entire initial term of the lease and shall be collected at closing.
- 3. OPTION TO EXTEND OR TERMINATE LEASE. In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best interest of Williamson County. If the Landlord accepts Tenant's extension request, the extended term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term" of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term, except that Landlord shall reserve the right to modify the duration of any Extension Term.

Tenant at its sole option may terminate this Lease at any time by delivering a minimum of thirty (30) days prior written notice of such early termination to Landlord.

- 4. QUIET ENJOYMENT. Landlord covenants that, on paying the rent and performing the covenants contained in this Lease, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.
- 5. USE OF PREMISES. The Premises shall be used and occupied by Tenant exclusively as a private single-family residence, and no part of it may be used by Tenant at any time during the term of this Lease or extension of same for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease. Tenant and all other persons on the Premises must refrain from conducting themselves in any way that would unduly disturb Tenant's neighbors or constitute a breach of the peace. Tenant may not permit any part of the

- Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any vehicle; (c) any business of any type, including child care; (d) any activity which violates any applicable rules and/or regulations of Landlord; (e) any illegal or unlawful activity; or (f) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Premises.
- 6. Tenant hereby acknowledges and agrees that Tenant shall be solely liable for and shall promptly pay all fines, fees or charges assessed against the Tenant and/or the Premises for violations by Tenant of: (a) any laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease; (b) any illegal or unlawful activity; or (c) other activity which obstructs, interferes with, or infringes on the rights of other persons near the Premises.
- 7. NUMBER OF OCCUPANTS. Without prior approval and consent from Landlord the Premises may be occupied by no more than 5 persons. Tenant may not permit any guests to stay on or in the Premises longer than <u>fourteen (14)</u> consecutive or non-consecutive days during the term of this Lease or any Extension Term without the prior written consent of the Landlord.
- 8. Condition of premises. Tenant hereby agrees and stipulates that the premises have BEEN EXAMINED BY TENANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS LEASE THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. TENANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LANDLORD HAS NOT MADE, DOES STATE LAWS, TO THE FULLEST EXTENT AUTHORIZED BY LAW, SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED

BY LANDLORD. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LANDLORD HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". TENANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE. TENANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS LEASE AGREEMENT.

- 9. ASSIGNMENT AND SUBLETTING. Without the prior written consent of Landlord, Tenant may not assign the Lease or sublet or grant any license to use the Premises or any part of them. A consent by Landlord to one assignment, subletting, or license shall not be considered a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be void and Landlord, at Landlord's option, may immediately terminate this Lease.
- 10. ALTERATIONS AND IMPROVEMENTS. At its sole cost Tenant may make improvements to and remove the structures or improvements paid for and retained by Tenant pursuant to the terms of that certain prior real estate contract and Deed conveyance between the parties concerning the Premises. Unless otherwise provided by written agreement between Landlord and Tenant, all alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, with the exception of fixtures removable without damage to the Premises and movable personal property, shall be the property of Tenant and may be elected to be removed by Tenant pursuant to the terms of the prior real estate contract agreement at the expiration or termination of this Lease. Except as permitted by law, this Lease, or pursuant to Landlord's prior written consent, Tenant may not: (a) keep or permit any hazardous material on the Premises, which shall include but not be limited to flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased; (b) dispose of any environmentally detrimental substance (i.e. motor oil or radiator fluid) on the Premises; or (c) cause or allow any mechanic's or materialman's lien to be filed against any portion of the Premises or Tenant's interest in this Lease.
- 11. DAMAGE TO PREMISES. If the dwelling structures on the Premises are damaged by casualty loss or are otherwise rendered uninhabitable this Lease shall terminate, and the parties shall have no further obligations to each other under this Agreement.
- 12. CARE AND MAINTENANCE. By execution of this Lease Tenant acknowledges that the Premises is habitable for occupancy and that Landlord shall not be required to make any repairs or alterations to the Premises prior to the commencement of this agreement.
- 13. INSURANCE. Landlord shall not carry any type of insurance which would provide coverage for the improvements located on the Premises for which ownership was retained by Tenant pursuant to the terms of the real estate contract between the parties for purchase of the Premises. Tenant acknowledges, however, that Tenant and Tenant's property will not be covered by any hazard insurance or other form of insurance that may be carried by

- Landlord. The Tenant assumes the risk of loss on all contents of the Leased Premises owned by the Tenant and/or personal injuries arise on the Leased Premises and Tenant hereby agrees to obtain any insurance coverage that Tenant desires or deems necessary. Furthermore, Tenant's insurance shall be primary as to any other existing, valid, and collectible insurance Landlord may otherwise be permitted to maintain.
- 14. UTILITIES. Tenant shall be responsible for arranging and paying for all utility services required on the Premises, including but not limited to electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, television, sewer charges, and trash collection. Tenant further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Premises. Tenant must, at a minimum, keep the following utilities on at all times during the term of this Lease: gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Tenant fails to keep said utilities on during the term of this Lease or any extension of the term of this Lease, Tenant shall be deemed to be in default of this Lease.
- 15. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall keep the fixtures in the house or on or about the Premises in good order and repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's family, agent, or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; maintain and use reasonable diligence in maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.
- 16. Tenant shall make all repairs to the Premises and improvements thereon, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures which are required to keep the Premises in as good and commercially functional of a condition as existed upon entry, reasonable wear and tear excepted.
- 17. Tenant agrees that no signs will be placed on or about the Premises by Tenant or at Tenant direction without the prior written consent of Landlord.
- 18. SECURITY DEVICES AND EXTERIOR DOOR LOCKS. The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid

by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.

- 19. SMOKE DETECTORS. The Texas Property Code requires that the Premises be equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the parties regarding smoke detectors. All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.
- 20. VEHICLES. Tenant may not permit more than 4 vehicles, which shall include but not be limited to automobiles, non-commercial passenger trucks, recreational vehicles, trailers, motorcycles, and boats, on the Premises for more than twenty-four (24) consecutive hours unless authorized in writing by Landlord. Under no circumstances should Tenant Park or drive any vehicle on the Premises' yard and/or landscape. Tenants may not store any vehicles on or adjacent to the Premises or on the street in front of the Premises. Tenant shall under no circumstances permit any type of commercial vehicle to be stored or parked on or adjacent to the Premises or on the street in front of the Premises, other than vehicles present during periods of performing commercial services work at or on the Premises at the request of Tenant or Landlord (including removal of the improvements retained by Tenant). Tenant hereby acknowledges and agrees that Landlord may tow, at Tenant's sole expense, any improperly parked or inoperative vehicle on or adjacent to the Premises in accordance with all applicable state and local laws. For purposes of this provision, an inoperative vehicle shall mean and include a vehicle that is not in good working order and that does not have a current state inspection and registration sticker, as required by law.
- 21. LANDLORD'S INSPECTION OF AND ACCESS TO PREMISES. Landlord and Landlord's agents may inspect the Premises at reasonable times with advance notice to or permission from the Tenant, which shall not be unreasonably withheld.
- 22. SUBORDINATION OF LEASE. This Lease and Tenant's interest under it are and will be subordinate to any encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such encumbrances, the interest payable on any encumbrances, and all renewals or extensions of such encumbrances.
- 23. LIABILITY. Unless caused by landlord's negligence, tenant acknowledges and agrees that landlord is not liable or responsible to tenant, tenant's family, guests, occupants, and/or invitees for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosions, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, the condition of the premises, environmental contaminants, including but not limited to carbon monoxide, asbestos, radon gas and lead based paint, or other occurrences or casualty losses. Tenant hereby agrees to indemnify and hold harmless landlord and the Premises from all costs, losses, damages, liabilities, expenses, penalties, and fines whatsoever that may arise from or be claimed against Landlord or the Premises by any person or persons for any injury to person or property or damage of whatever kind or character arising from the

USE OR OCCUPANCY OF THE PREMISES BY TENANT; FROM ANY NEGLECT OR FAULT OF TENANT OR THE FAMILY, AGENTS, GUESTS OR INVITEES OF TENANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LANDLORD OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE PREMISES BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, TENANT AGREES THAT TENANT OR ANY OTHER PERSON ON THE PREMISES WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LANDLORD OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

- 24. SURRENDER OF PREMISES. On or before the Termination Date of this Lease or any termination date of an Extension Term or any date of termination allowed hereunder, for any improvements which are elected **NOT** to be retained and removed pursuant to the terms of the real estate contract and Deed between the parties for conveyance of the Premises, Tenant shall surrender ("Surrender" shall mean vacating the Premises and returning all keys and access devices to the Landlord) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. If Tenant leaves any personal property or belongings in, on or about the Premises after Tenant surrenders possession of the Premises, all such personal property and/or belongings of Tenant will be forfeited to and become the property of the Landlord. In the event that Tenant forfeits such personal property or belongings pursuant to the terms of this Lease, Tenant hereby acknowledges and agrees that Landlord may dispose of such personal property or belongings of Tenant, without liability to Landlord, in any manner in which Landlord, in Landlord's sole discretion, deems fit or reasonable.
- 25. ABANDONMENT. If Tenant abandons the Premises, Tenant will be in default of this Lease. "Abandon" shall mean Tenant is absent from the Premises for Fourteen (14) consecutive days.
- 26. HOLDOVER. If Tenant fails to vacate the Premises on or before the Termination Date of this Lease or at the end of any Extension Term or on the effective date of any termination allowed hereunder, Tenant will pay rent for the holdover period and INDEMNIFY Landlord and/or Landlord's prospective tenants for damages, which shall include but not be limited to lost rents, lodging expenses, and attorney's fees, incurred by them due to Tenant's holdover. In the event of a holdover, Landlord, at Landlord's sole discretion and option, may extend this Lease up to one month by notifying Tenant in writing of its election to extend this Lease one additional month. Rent for any holdover period will be <a href="Two (2)">Two (2)</a> times the monthly rent calculated on a daily basis and will be immediately due and payable daily without further notice or demand to Tenant.
- 27. DEFAULT BY TENANT. Tenant hereby acknowledges and agrees that if Tenant fails to comply with any provision of this Lease, such failure shall be deemed to be a material breach of this Lease. Furthermore, if Tenant fails to comply with any provision of this Lease, other than the covenant to pay rent, or with any present rules and regulations or any that may be

hereafter prescribed by Landlord, or if Tenant fails to comply with any duties imposed on Tenant by law, Landlord may immediately terminate the Lease and/or avail itself of any remedies that are available at law or in equity. If Landlord decides that Tenant should be allowed the opportunity to correct the noncompliance, Landlord may deliver a written notice specifying the noncompliance and allowing Seven (7) days within which it may be corrected. If compliance is not made, Landlord may then terminate the Lease and/or avail itself of any remedies that are available at law or in equity.

- 28. DEFAULT BY LANDLORD. In the event of default by Landlord of any covenant, warranty, term or obligation of this Lease, Landlord's failure to cure same or commence a good faith effort to cure same within Thirty (30) days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant to terminate this Lease. Tenant hereby acknowledges that such right to terminate shall be the sole remedy available in the event Landlord breaches this Lease and fails to cure as set forth in this provision.
- 29. LANDLORD'S LIEN AND ENFORCEMENT THROUGH SEIZURE. TENANT GRANTS LANDLORD A LIEN FOR UNPAID RENT THAT IS DUE, COVERING ALL NONEXEMPT PROPERTY OF TENANT THAT IS IN THE RESIDENCE. LANDLORD SHALL HAVE THE RIGHT TO SEIZE TENANT'S NONEXEMPT PERSONAL PROPERTY TO SECURE THE PAYMENT OF SUMS DUE UNDER THIS LEASE, IN THE MANNER PROVIDED BY LAW, AND IF LANDLORD SEIZES ANY SUCH PROPERTY, LANDLORD SHALL GIVE NOTICE TO TENANT, AND TENANT MAY OBTAIN THE RETURN OF THE PROPERTY, ALL AS PROVIDED IN SECTION 54.044 OF THE TEXAS PROPERTY CODE. LANDLORD IS ENTITLED TO COLLECT A CHARGE FOR PACKING, REMOVING AND STORING PROPERTY SO SEIZED, AND IF THE PROPERTY IS SOLD, LANDLORD MAY ALSO COLLECT Λ CHARGE FOR THE COSTS OF SELLING THE PROPERTY.
- 30. Tenant designates the following as the person to contact pursuant to Texas Property Code, Section 92.014 (a), in the event of Tenant's death, concerning the Premises:

Name of Designee

Address of Designee

Telephone number of designees

STEVEN W SCHMIDT 316 MITCHELL DR HUTTO TX 7,8634 512 627-3688

and in the event of Tenant's death, Landlord is further authorized to:

- a. grants Tenant's designee access to the Premises at a reasonable time and in the presence of Landlord or Landlord's agent.
- b. allows Tenant's designee to remove any of Tenant's property found at the Premises; and
- c. refund Tenant's security deposit, less lawful deductions, to the designee.

- 31. REPRESENTATIONS. Tenant's statements and representations in this Lease are material representations relied upon by Landlord. If Tenant makes any misrepresentation in this Lease, Tenant shall be in default and breach of this Lease. Each party hereto states that he or she is of legal age to enter into this Lease. This provision shall survive termination of the Lease.
- 32. TENANTS' JOINT AND SEVERAL LIABILITY. All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease or any extension of this Lease, or its termination shall be binding on all Tenants executing this Lease.
- 33. RECOVERY OF COSTS. In any action taken to enforce or interpret this Lease, the prevailing party will be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees.
- 34. ELECTION BY LANDLORD NOT EXCLUSIVE. The exercise by Landlord of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Landlord by this Lease agreement or by statute or law. The failure of Landlord in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Landlord shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Landlord of rent or any other payment or part of payment required to be made by the Tenant shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Landlord of any of the provisions of this Lease, or any of Landlord's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Landlord in writing.
- 35. VENUE AND GOVERNING LAW. Each party to this Lease hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Lease shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Lease is governed by the laws of the United States, this Lease shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 36. RELATIONSHIP OF THE PARTIES. In the performance of this Lease, each party shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Neither party shall be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Tenant shall not be provided any form of compensation or any benefits that are provided to employees of Landlord, including, but not limited to health insurance, workers compensation insurance or any other remuneration that is provided to employees of Landlord.

- 37. SEVERABILITY AND INTERPRETATION CONSISTENT WITH LAW. This Lease is intended to comply with all applicable Texas statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate a Texas statute, the violation is inadvertent. If a provision is found to be violative, the provision shall be considered void and severed from the lease and the balance of the Lease shall remain in full force and effect. Nothing contained in this Lease shall be construed as exculpating the Landlord from liability for the Landlord's failure to perform or Landlord's negligent performance of a duty imposed by law. Also, nothing contained in this Lease shall be construed as releasing either party from its duty to mitigate or minimize the damages to the other party.
- 38. LANDLORD'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Dale Butler, Director of Facilities for Williamson County (or his successor, as designated by Landlord), shall serve as the Landlord's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Tenant.

Landlord's lease administrator and property manager contact information is as follows:

Dale Butler (or successor) Williamson County Facilities Director 3101 S. E. Inner Loop Georgetown, Texas 78626 Phone: (512) 943-1609

Fax: (512) 930-3313

Email: facilities a wilco.org

For all requests for services or repairs which Landlord is obligated to provided and perform under this Lease, Tenant shall contact:

Williamson County Facilities 3101 S. E. Inner Loop Georgetown, Texas 78626 Daytime Phone: (512) 943-1599 After Hours Phone: (512) 943-1389 or

(512) 943-1390 Fax: (512) 930-3313

Email: facilities(a)wilco.org

NOTICES. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Landlord's Address: Dale Butler (or successor)

Williamson County Facilities Director

3101 S. E. Inner Loop Georgetown, Texas 78626 Phone: (512) 943-1636 Fax: (512) 930-3313

Email: facilities@wilco.org

Tenant's Address: 12999 Chandler Road Taylor, Texas 76574

property of any person in, on or around the Premises.

39. REPORTS OF ACCIDENTS. Within <u>Twenty Four (24)</u> hours after Tenant becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Tenant, the Tenant shall send a written report of such accident or other event to the Landlord, setting forth a full and concise statement of the facts pertaining thereto. The Tenant shall also immediately send the Landlord a copy of any summons, subpoena, notice, or other documents served upon the Tenant or received by it in connection with any matter before any court arising in relation to any injury to the person or

- 40. TIME OF ESSENCE. Time is expressly declared to be of the essence in this Lease.
- 41. BINDING OF HEIRS AND ASSIGNS. All provisions of this Lease shall extend to and bind not only the parties to this Lease, but to each and every one of the heirs, executors, representatives, successors and assigns of Landlord and Tenant.
- 42. NO THIRD-PARTY BENEFICIARIES. This Lease is for the sole and exclusive benefit of the Tenant and Landlord, and nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.
- 43. NO WAIVER OF IMMUNITIES. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Landlord, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Landlord 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.
- 44. FORCE MAJEURE. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Lease. The burden of proof for the need for 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.
- 45. EXECUTION IN COUNTERPARTS. This Lease may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

46. BINDING EFFECT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Landlord and Tenant relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Landlord or Tenant unless in writing and signed by them and made a part of this Lease by direct reference.

[signature pages follow]

LANDLORD:
WILLIAMSON COUNTY, TEXAS
By:
Bill Gravell, Jr., Williamson County Judge Date:
TENANT:
THE NORIETTA J. SCHMIDT REVOCABLE LIVING TRUST
By: Norietta J. Schmidt
Name: Norietta J. Schmidt

Its: Trustee

# **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024 Corridor A-2 Purchase Contract

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

45.

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

## Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Hilda J. Peterson, trustee of the Peterson Family Trust- Decedent's Trust B dated 1/4/2000 to acquire 0.148 acres needed or the Corridor A2/Samsung Highway project (Parcel 24A). Funding Source: TANS P588

## **Background**

## **Fiscal Impact**

From/To	Acct No.	Description	Amount
	1 10 00 1101		1

#### **Attachments**

contract

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 10:28 AM

Form Started By: Charlie Crossfield Started On: 09/25/2024 02:25 PM Final Approval Date: 09/26/2024

#### REAL ESTATE CONTRACT

Corridor A2 (Samsung Highway)

THIS REAL ESTATE CONTRACT ("Contract") is made by and between HILDA J. PETERSON, TRUSTEE, THE PETERSON FAMILY TRUST-DECEDENT'S TRUST B U/T/A dated 1-4-2000 (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

## ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.148-acre tract of land in the H.T. & B.R.R.Co. Survey, Abstract No. 317, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 24A);

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, and any damage to or cost to cure the remaining property of Seller shall be the sum of NINE THOUSAND FIVE HUNDRED and 00/100 Dollars (\$9,500.00).

#### 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.

# ARTICLE V CLOSING Closing Date

5.01. The Closing shall be held at the office of Rise Title Company on or before October 31, 2024, 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 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 party respectively as incurred.

## ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## ARTICLE VIII MISCELLANEOUS

#### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

# Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

#### Parties Bound

8.03. This Contract shall be binding upon and insure 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.

## Purchase of Future Right of Way

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for the proposed future Corridor A2 (Samsung Highway) right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

[signature page follows]

# **SELLER:**

HILDA J. PETERSON. TRUSTEE. THE PETERSON FAMILY TRUST-DECEDENT'S TRUST B U/T/A dated 1-4-2000

By: Kullsung Name: PAUL BURROUGH

Its: FARM MANAGER - REPRESENTATIVE

Date: 9-20-24

PURC	CHASER:	
WILL	IAMSON COUNTY, TEXAS	
By:	Bill Gravell, Jr. County Judge	Address: 710 Main Street, Suite 101 Georgetown, Texas 78626
Date:	<u></u>	



Exhibit "A"

Corridor A-2/Parcel 24A

January 31, 2024 Project No. P230157

0.148 Acre Tract County of Williamson, Texas

## LEGAL DESCRIPTION

A 0.148 ACRE TRACT OF LAND SITUATED IN THE H.T. & B.R.R.CO. SURVEY, ABSTRACT NO. 317, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 148.957 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO HILDA J. PETERSON, TRUSTEE, THE PETERSON FAMILY TRUST — DECEDENT'S TRUST B U/T/A DATED 1-4-2000 IN DOCUMENT NO. 2018022732, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 0.148 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND (GRID COORDINATES N= 10165021.84 US FEET, E= 3204941.76 US FEET) ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF F.M. 973 (R.O.W. VARIES), BEING THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 45.931 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO TAYLOR FM973 LLC IN DOCUMENT NO. 2022020739, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING THE NORTHWEST CORNER OF SAID 148.957 ACRE, AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 82°24'59" EAST, LEAVING THE EAST R.O.W. LINE OF F.M. 973, ALONG THE SOUTH LINE OF SAID 45.931 ACRE TRACT, BEING THE NORTH LINE OF SAID 148.957 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 219.00 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, AND POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, FROM WHICH A 1-INCH IRON PIPE FOUND AT THE SOUTHEAST CORNER OF SAID 45.931 ACRE TRACT BEARS SOUTH 82°24'59" EAST, A DISTANCE OF 1,408.57 FEET;

THENCE, LEAVING THE SOUTH LINE OF SAID 45.931 ACRE TRACT, ALONG SAID NON-TANGENT CURVE TO THE LEFT, AND EAST LINE OF THE HEREIN DESCRIBED TRACT, HAVING A RADIUS OF 1250.00 FEET, A CENTRAL ANGLE OF 01°26′01", AN ARC LENGTH OF 31.28 FEET AND A CHORD WHICH BEARS SOUTH 24°00′06" WEST, A DISTANCE OF 31.28 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET IN THE NORTH LINE OF THAT CERTAIN CALLED 80.550 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO TAYLOR FM973 LLC RECORDED IN DOCUMENT NO. 2022030063, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;



THENCE, NORTH 82°24'59" WEST, ALONG THE NORTH LINE OF SAID 80.550 ACRE TRACT, BEING THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT, FOR THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 210.06 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET ON THE EAST R.O.W. LINE OF F.M. 973, BEING THE COMMON WEST CORNER OF SAID 80.550 ACRE TRACT AND SAID 148.957 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8-INCH IRON ROD FOUND IN SAID EAST R.O.W. LINE, BEING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT BEARS SOUTH 07°23'04" WEST, A DISTANCE OF 717.31 FEET;

**THENCE**, NORTH 07°23'04" EAST, ALONG THE EAST R.O.W. LINE OF F.M. 973, BEING THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT, FOR THE WEST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 0.148 ACRES (6,435 SQ. FT.) OF LAND MORE OR LESS.

#### NOTES:

- 1.) DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
- 2.) BASIS OF BEARING IS BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE, (4203). COORDINATES SHOWN HEREON ARE GRID.
- 3.) THIS LEGAL DESCRIPTION IS ACCOMPANIED BY A SEPARATE PLAT OF EVEN DATE.
- 4.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO RESEARCH INTO EASEMENTS/ENCUMBRANCES WAS PERFORMED.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND THE ACCOMPANYING SURVEY PLAT OF EVEN DATE REPRESENTS THE FACTS FOUND DURING THE COURSE OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

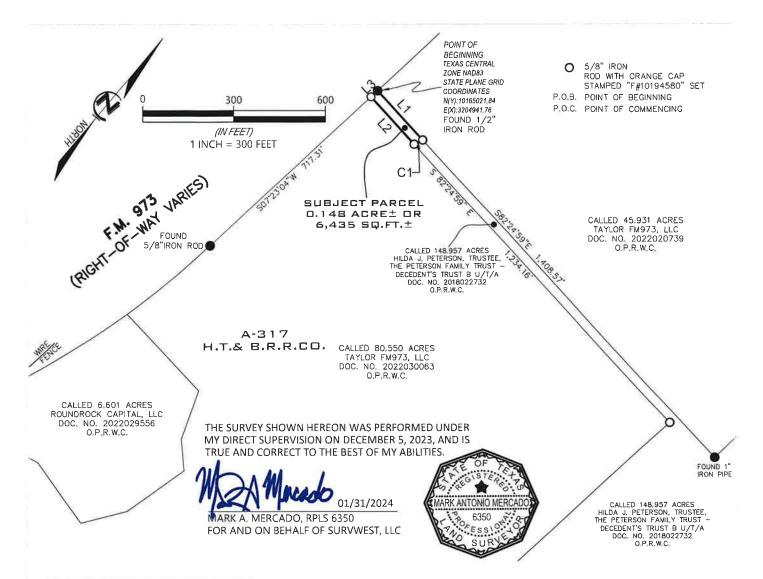
01/31/2024

Mark A. Mercado, RPLS # 6350 SurvWest, LLC 800 Paloma Drive, Suite 240 Round Rock, TX, 78665 Texas Firm Registration No. 10194580 mmercado@survwest.com

MARK ANTONIO MERCADO

6350

ESSI



LINE TABLE					
NUMBER	BEARING	DISTANCE			
L1	S 82°24'59" E	219.00'			
L2	N 82°24'59" W	210.06'			
L3	N 07°23'04" E	30.00'			

- La) DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
- 2.) BASIS OF BEARING IS BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE, (4203). COORDINATES SHOWN HEREON ARE GRID.
- 3.) THIS PLAT IS ACCOMPANIED BY A SEPARATE LEGAL DESCRIPTION OF EVEN DATE.
- 4.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO RESEARCH INTO EASEMENTS/ENCUMBRANCES WAS PERFORMED BY SURVWEST.

CURVE TABLE					
CURVE#	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	31.28	1250.00	1°26'01"	S24°00'06"W	31.28

TITLE:

MM

SURVWEST PROJECT NO. P230157 ADD'L INFO: DRAWING NAME: WilliamsonCounty-A2\_PriorityTracts\_Peterson\_0 148A REVISION: REV DESC: EST HTILITY BUE 800 Paloma Dr. Suite 240 Round Rock, TX 78665 TX Firm No. 10194580 720.259.9316

www.survwest.com

PLAT SHOWING 0.148 ACRE TRACT OUT OF THE H.T.& B.R.R.CO. SURVEY, ABSTRACT NO. 317, SITUATED IN WILLIAMSON COUNTY, TEXAS

1"=300"

3 OF 3

PROPOSED RIGHT-OF-WAY

ACQUISITION EXHIBIT SHEET NO: DATE: SCALE: DWN: CHK'D

01/31/2024

MA.

Parcel 24

#### DEED

Corridor A2 (Samsung Highway) 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 HILDA J. PETERSON, TRUSTEE, THE PETERSON FAMILY TRUST-DECEDENT'S TRUST B U/T/A dated 1-4-2000, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.148-acre tract of land in the H.T. & B.R.R.Co. Survey, Abstract No. 317, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 24A**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

#### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas and/or the State of Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of its roadway facilities and 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.

IN WITNESS WHEREOF,	this instrument is execu	ted on this the	_ day of,
2024.			

[signature pages follow]

GRANTOR:	
HILDA J. PETERSON, TRUSTEE, THE PETERSON FAMILY TRUST B U/T/A dated 1-4-2000	
By:	
Name:	
	ACKNOWLEDGMENT
STATE OF TEXAS	§ § §
COUNTY OF	
This instrument was acknown 2024 byrecited therein.	owledged before me on this the day of,, in the capacity and for the purposes and consideration
	Notary Public, State of Texas
PREPARED IN THE OFFICE	OF:
	Sheets & Crossfield, PLLC 309 East Main Round Rock, Texas 78664
GRANTEE'S MAILING ADDRE	
	Williamson County, Texas Attn: County Auditor
	710 Main Street, Suite 101 Georgetown, Texas 78626

3.

AFTER RECORDING RETURN TO:

#### **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024 Corridor F purchase contract

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

46.

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Stagecoach Stop, LTD., a Texas limited partnership to acquire 3 tracts of land totaling 10.999 acres needed on the Corridor F project. Funding Source: LTP P457

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

contract

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 10:29 AM

Form Started By: Charlie Crossfield Started On: 09/25/2024 02:36 PM Final Approval Date: 09/26/2024

CORR F

#### REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by STAGECOACH STOP, LTD., a Texas limited partnership (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

#### ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the three (3) tracts of land consisting of a total of approximately 10.999 acres and described as follows:

#### TRACT I:

All of that certain 1.557 acre tract (67,837 square feet) of land situated in the Wayman F. Wells survey, abstract no. 648, Williamson County, Texas and being out of the remnant portion of a call 120.015-acre tract, described in conveyance to Stagecoach Stop, Ltd. in a warranty deed with vendor's lien recorded in Document No. 2000010172 of the Official Public Records of Williamson County, Texas, as described in the metes and bounds shown as Exhibit "A", attached hereto.

#### TRACT II:

All of that certain 3.235 acre tract (140,898 square feet) of land situated in the John H. Williams survey, abstract no. 669, Williamson County, Texas and being out of the remnant portion of a call 120.015-acre tract, described in conveyance to Stagecoach Stop, Ltd. In warranty deed with vendor's lien recorded in Document No. 2000010172 of the Official Public Records of Williamson County, Texas, as described in the metes and bounds shown as Exhibit "B", attached hereto.

#### TRACT III:

All of that certain 6.207 acre tract (270,377 square feet) of land situated in the Wayman F. Wells survey, abstract no. 648, and in the John H. Williams survey, abstract No. 669, Williamson County, Texas and being out of the remnant portion of a call 120.015-acre tract, described in conveyance to Stagecoach Stop, Ltd. In warranty deed with vendor's lien recorded in Document No. 2000010172 of the Official Public Records of Williamson County, Texas, as described in the metes and bounds shown as Exhibit "C", attached hereto.

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 shown in Exhibit "A", Exhibit "B", and Exhibit "C" 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 interests described in Exhibits "A, "B", and "C", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of ONE MILLION FOUR HUNDRED THIRTY-SEVEN THOUSAND THREE HUNDRED FIFTY and 00/100 Dollars (\$1,437,350.00) (the "Purchase Price").

#### Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

#### ARTICLE III PURCHASER'S OBLIGATIONS

#### Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

#### Miscellaneous Conditions

- 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.
- 3.03. Purchaser acknowledges that the Closing and approval of this sale shall be subject to authorization from the Travis County Probate Court. If the Travis County Probate Court fails to approve the sale to Purchaser and this failure prohibits the Closing from occurring, then this Contract shall terminate and the parties shall be released from all obligations herein, except to the extent an obligation herein is intended to survive closing or termination of this Contract. So long as the Probate Court approves the sale of the Property at or before Closing, Purchaser waives its right to object to the probate proceeding as a defect or encumbrance on title to the Property.

## 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.

## ARTICLE V CLOSING Closing Date

5.01. The Closing shall be held at the office of First American Title Company on or before October 31, 2024, 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, including obtaining the Travis County Probate Court's approval of sale, 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 Special Warranty Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibits "A, "B", and "C", free and clear of any and all monetary liens and restrictions, except for the following:
  - (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
  - (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
  - (c) Any exceptions approved by Purchaser in writing.
  - (2) The Deed shall be in the form as set out in Exhibit "D" attached hereto.
- (3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:
  - (a) The boundary and survey exceptions shall be deleted.

- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done, subject to the terms of the Leaseback Agreement.

#### 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 and as otherwise stated herein, 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. Intentionally Omitted

#### 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.

#### Purchase of Future Right of Way

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for the proposed future US 183 Extension Project (Corridor F) on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

#### **AS-IS SALE**

8.13. PURCHASER ACKNOWLEDGES THAT IT HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO CLOSING.

ACCORDINGLY, SELLER AND PURCHASER AGREE THAT THE PROPERTY WILL BE SOLD "AS IS-WHERE IS" AND, EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN THE DEED TO BE EXECUTED AND DELIVERED AT CLOSING, SUCH SALE WILL BE WITHOUT REPRESENTATION OR WARRANTY BY SELLER OF ANY KIND, EXPRESS OR IMPLIED, AND SELLER HEREBY DISCLAIMS AND RENOUNCES ANY SUCH REPRESENTATION OR WARRANTY.

[signature page follows]

SELLER:		
STAGECOACH STOP, LTD. a Texas limited partnership		
By: DocuSigned by:  September 1991  By: Estase 1981 7448E	Address:	5508 W Hwy 290, Ste 225
John Crane Name:		Austin, TX 78735
Interim Manager Title:		
Date:		
PURCHASER:		
WILLIAMSON COUNTY, TEXAS		
By: Bill Gravell, Jr County Judge		Main Street, Suite 101 rgetown, Texas 78626
Date:		

Exhibit "A"

# METES AND BOUNDS DESCRIPTION FOR

A LEAD LOCAL OR STATE SELLER CONT, TRUCT OF LAND. SELLVED IN IT, WALLAN IT, WILLS SERVEY, ARTHREST NO. 488, AN ALLANDESS CONTENT, TRUCK, SERVEY LAND, SERVEY LAND DIGIT S (1467 ). Learning the seath right-of-way line of seal turthded America, design the west boundary line of seld of 1, 1866 A. o distance of 25125 feet, to 6 Yes have not found in his native boundary line of coded 134450 occ context, recorded in boundard have 2522056256 of sed Oricid Public Records, sense shoot the seathwest comes and code of the context occurs of the seathwest comes and code of the context occurs of the code of

HBNCE, along the north boundary line of said 130,406 acre tract, same being a south boundary line of the Remnant Portlor of said 120,015 acre tract, for the south boundary line hereof, the following two (2) courses and distances: 2. S 850422" W, a distance of 211.15 feet to an iron rod with plastic cop marked "BCE INC" found on a point of non-tangent curvature in the east right-of-way line of the U.S. Highway 163, for the southwest corner hereof; 1. S.BC75817" W, a distance of 30.12 feet, to an Iron rod with plantic cap marked "BCE INC" found for an emple

diang the erc of a curve to the left, harding a radius of 3778,85 feet, a central angle of 1920at, a chock bearing and distance of N. 1929.25 M. 1983.38 feet, on and supplied 1883.30 feet, to a ½-tran rad with plastic cap manded "SCANT OF ID-ACT was no a point of nametongously hereof, and deporting the north boundary line of each 130,466 core tract, along the east right-of-way line of each U.S. Highway we beling a west boundary line of the remnant portion of each 120,015 core tract, for the west boundary line hereof wing two (2) courses and distinces:

2.N 013243" W, a distance of 57.12 feet, to a %"bon rod with plastic cop morked "CEONIT OF TEXAS"eet on a point of non-tangent curvature in the south right-of-way line of sold Marthadie Avenue, for the northwest corner hereof, along the art of a curve to the fight howing a native of 25.00 feet a central engle of 1875/15°, a chard bearing and distance of N 430770° E. 35.55° feet, on are length of 35.27° feet, to a % feet not with plateic cap marked 4200ET OF TDAS's at on a part of markedypacy length. ", departing the east right-of-way line of said U.S. Highway 183, along the south right-of-way line of said Warthn, same being a north boundary line of the remnant portion of said 120,015 are tract, for the north boundary the dishering time 0.7 sources and distances:

MARTINDALE AVE

ASPHALT ROAD

(VARIABLE WDTH R.O.W.)
CAB. T, SL. 173 (P.R.)
SPEED LIMIT 25 SIGN-

BEGINNING

N 8876/50° E, a distance of 74.04 feet, to a %"Iron rod with plastic cap marked "CEONET OF TEXAS"set for an angle point hereof, and acres in Williamson County, a survey map prepared by and Land Surveyor, License

This survey was prepared in conjunction with, but TITLE COMMITMENT NOTES:

d. This term is hereby deleted.

. This term is hereby deleted.

Linead and/or roughly lineast;

And of the control of the control of the control of Williamson County, Treas, Tille to sell biteral has not been investigated to the date of the observed betweent. (APPLICABILITY OF THE EXCEPTION IS OUTSIDE THE FURNISM OF THE COUNTY OF THE EXCEPTION IS OUTSIDE THE FURNISM.)

Dolfding selbock provisions on set forth in instrument recorded in Document No. 200625864 and 200623777, Offsicl Public Records, Milliameno Gounty, Teams, (SUBLECT TO, A PART OF THE SURVEYED TRACT IS A RELINANT PORTION OF THE REAL PROPERTY OECORED TRACTION)

Mared and/or royally interest:
Recorded: In Volume 2016, Deg MEZ, Official Recorde, and corneral or Recorded: In Major 2016, Deg MEZ, Deg

Column and stone wall hast and outset Fence outsets as shown an survey dated 11-4-2022, prepared by Jose Benjamin Miranda-Ortiz, Registered Professional Land Surveyor No. 8537 ("the Survey").

Learnment charges and assessments contained in Declaration recorded 4-10-2008 and 3-28-2008 under County Carls III No. 2008/2009/2004 and 2008/2007/271 in Williamson County, Tenas (SUBJECT TO, A PART OF THE SURVEYED TRACT IS A REJANANT PORTION OF THE REAL PROPERTY DESCRIBED THEREN) Clearement: Casement Communication of Wilderman County, Texas. Recorded: In Document No. 201010228984 and 20108223737, of the Official Public records, of Wilderman County, Texas. Recorded: In Document No. 201010228984 and 20108223737, of the Official Public records, of Wilderman County, Texas. Recorded: In Document No. 201010228984 and 2010822377, of the Official Public records, of Wilderman County, Texas. Recorded: In Document No. 201010228984 and 2010822377, of the Official Public records, of Wilderman County, Texas. Recorded: In Document No. 201010228984 and 201082377, of the Official Public records, of Wilderman County, Texas. Easement as shown on the recorded in Cabinet T, Side 173, and dedication: Location: Reor 50'. (SUBJECT TO, AS SHOWN HEREON)

Easement: Easement to Dealins position of the Official records, of Williamson County, Teass and being further officed by Recorded: In Document No. 2014/20122 of the Official Public Records of Williamson County, Teass. (SUBJECT 10, AC SHOWN HEREOV) Document No. 2014/201222 of the Official Public Records of Williamson County, Teass. (SUBJECT 10, AC SHOWN HEREOV)

b. Rights of tenants, as tenants only, under a. Rights of Parties in Possession.

following matters and all terms of the Item 10 (a) below

U.S. HIGHWAY 183
(100' R.O.W.)

ASPHALT ROAD
C1 PAYSHENT

2

1.557 ACRES

WAYMAN F. WELLS SURVEY ABSTRACT NO. 648

0.9 100' ELEC. EASEMENT CAB. T, SL 173 (P.R.)

DOC. NO. 2014078202 (O.P.R.)
DOC. NO. 2000081807 (O.P.R.)

SB8'04'23"W ~ 211.15

S1'48'43"E ~ 281.52

LOT 1, BLOCK A
ANCIENT OAKS
SECTION ONE
CAB. T. SL. 173 (P.R.)
BRYAN & LADONNA MARTIN
DOC. NO. 2021119894 (O.P.R.)

All lesses, grafts, escaptions or reservations of cool, lights, dit, gas and other minerist, together with of rights, privideges, and immediate radiate thereto, appearing in the Public Records wither listed in Schedule B or not. There may be lesses, grafts, escaptions or reservations of mineral interest that are not listed.

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LEGAL DESCRIPTION:

O R.C.P. 엄 TPED ANCHOR

STREET SICH (AS NOTED) REINFORCED CONCRETE PIPE (SIZE AS NOTED)

MONUMENT FOUND (AS NOTED) UTILITY POLE & TRANSFORMER THUT POLE

"GEONET OF TEXAS" SET OVERHEAD ELEC. LINES

EASEMENT LINE

LIBERTY HILL CITY OF SITE

VICINITY MAP SCALE: 1"=2000"

Appd. YYAMADD

Issued

TEXAS TEXAS ON COUNTY, TEXAS

NOTES:

b) Figsil Edwint Plustic Cut Market Chart of Touch at At Subscript Honority controls where the first process are pured to the trust community stress persons and the pured to the trust of the subscript of the

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FOR INFORMATION PURPOSE ONLY.

CORDS 1. SERVICE OF SCHOOL OF STREAM, WE SERVICE AND THE OFFICE OF A CHOICE OF

LINE NO.

LINE TABLE

0. BEARING LENGTH

582'58'17"W 39.12'

N01'92'45"W 57.12'

N88'05'50"E 74.94'

N82'23'57"E 147.77'



CURVE NO.

S DELTA CHORD BEARING C 5' 001'52'03" N00'49'20"W 089'59'35" N43'07'03"E

188.38' 188.38' 35.35' 39.27'

CURVE TABLE

B. MIRANDA ORTIZ, R.P.L.S./ OF TEXAS IT OF TEXAS, LLC S. FIRM REGISTRATION NO. 101 IdaOgeonatoftexas.com

Client/Project STAGECOACH STOP, LTD

TBD U.S. HIGHWAY 183 LIBERTY HILL, TX 78642

LAND TITLE SURVEY

MO MO Appd. JMO JMO By 2- ACREAGE REVISED 23.11.21 Revision

**G**eonet

GEONET OF TEXAS, LLC TBPELS FIRM REGISTRATION NO. 10194782 1308 NOKOTA BEND GEORGETOWN, TX, 78626

WILLIAMSON

COUNTY

JOB NO. 10266-22 REQUESTED BY: CENTRIC COMMERCIAL

Revision

Drawing No. 10266-22 JMO 23.11.21 Dsgn. YY.MM.DD Sheet

1 of 1



#### METES AND BOUNDS DESCRIPTION

#### FOR

A 1.557 ACRE, OR 67,837 SQUARE FOOT, TRACT OF LAND SITUATED IN THE WAYMAN F. WELLS SURVEY, ABSTRACT NO. 648, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALL 120.015 ACRE TRACT, DESCRIBED IN CONVEYANCE TO STAGECOACH STOP, LTD, IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2000010172, (RE-RECORDED IN DOCUMENT NO. 2001002444) OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.557 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00:

**BEGINNING** at a ½ inch iron rod found on a point in the south right-of-way line of Martindale Avenue, a variable width right-of-way, in Ancient Oaks, Section One, a subdivision according to the plat recorded in Cabinet T, Slide 173 of the Plat Records of Williamson County, Texas, said point being in the west boundary line of Lot 1, Block A of said Ancient Oaks, same being the east boundary line of the remnant portion of said 120.015 acre tract, for the northeast corner and **POINT OF BEGINNING** hereof;

**THENCE S 1°48'43"** E, departing the south right-of-way line of said Martindale Avenue, along the west boundary line of said Lot 1, Block A, a distance of **281.52 feet**, to a ½" an iron rod found in the north boundary line of a called 139.406 acre tract, recorded in Document No. 2023086366 of said Official Public Records, same being the southwest corner of said Lot 1 Block A, also being the southeast corner of the Remnant Portion of said 120.015 acre tract, for the southeast corner hereof;

**THENCE**, along the north boundary line of said 139.406 acre tract, same being a south boundary line of the Remnant Portion of said 120.015 acre tract, for the south boundary line hereof, the following two (2) courses and distances:

- 1. **S 82°58'17" W**, a distance of **39.12 feet**, to an iron rod with plastic cap marked "BGE INC" found for an angle point hereof, and
- S 88°04'23" W, a distance of 211.15 feet, to an iron rod with plastic cap marked "BGE INC" found on a point of non-tangent curvature in the east right-of-way line of the U.S. Highway 183, for the southwest corner hereof;

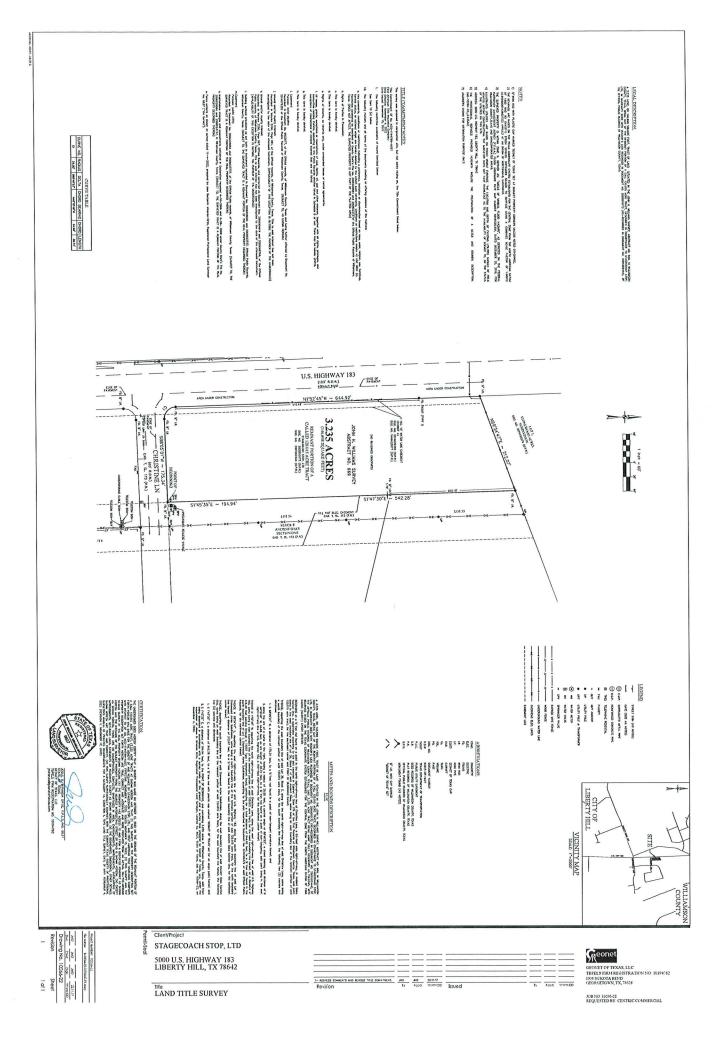
**THENCE**, departing the north boundary line of said 139.406 acre tract, along the east right-of-way line of said U.S. Highway 183, same being a west boundary line of the remnant portion of said 120.015 acre tract, for the west boundary line hereof, the following two (2) courses and distances:

- along the arc of a curve to the left, having a radius of 5779.65 feet, a central angle of 1°52'03", a chord bearing and distance of N 00°49'20" W, 188.38 feet, an arc length of 188.38 feet, to a ½" iron rod with plastic cap marked "GEONET OF TEXAS" set on a point of non-tangency hereof, and
- 2. **N 01°52'45" W**, a distance of **57.12 feet**, to a ½" iron rod with plastic cap marked "GEONET OF TEXAS" set on a point of non-tangent curvature in the south right-of-way line of said Martindale Avenue, for the northwest corner hereof;

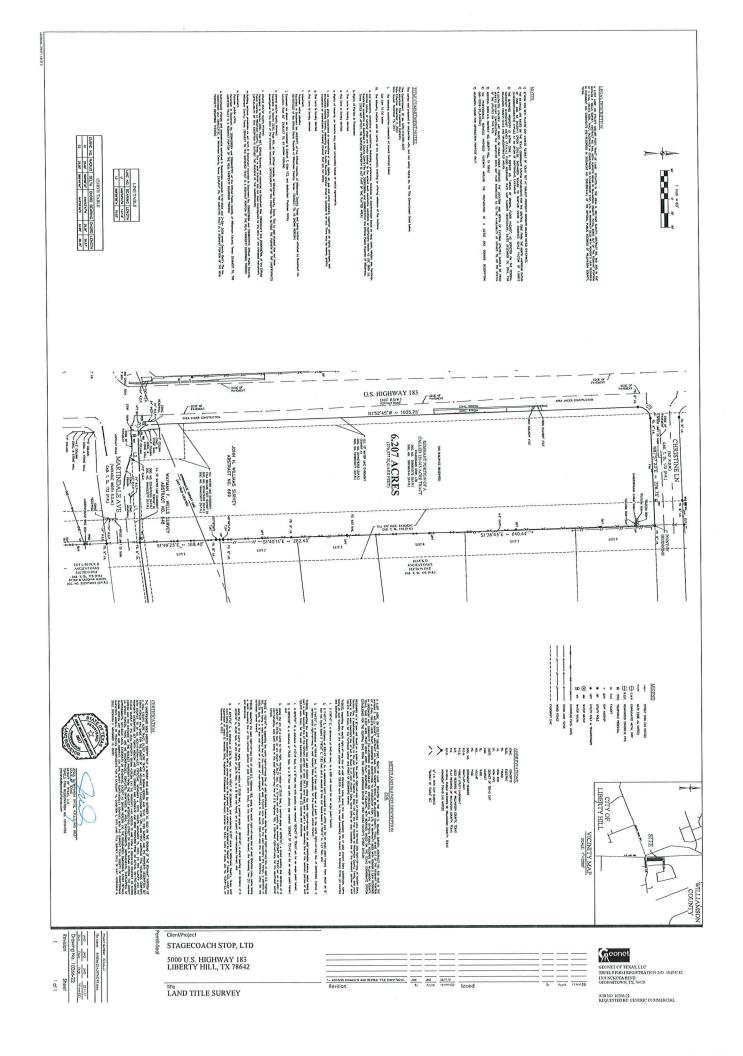
**THENCE**, departing the east right-of-way line of said U.S. Highway 183, along the south right-of-way line of said Martindale Avenue, same being a north boundary line of the remnant portion of said 120.015 acre tract, for the north boundary line hereof, the following three (3) courses and distances:

- 1. along the arc of a curve to the right, having a radius of 25.00 feet, a central angle of 89°59'35", a chord bearing and distance of N 43°07'03" E, 35.35 feet, an arc length of 39.27 feet, to a ½" iron rod with plastic cap marked "GEONET OF TEXAS" set on a point of non-tangency hereof,
- 2. **N 88°06'50" E**, a distance of **74.94 feet**, to a ½" iron rod with plastic cap marked "GEONET OF TEXAS" set for an angle point hereof, and
- 3. N 82°23'57" E, a distance of 147.77 feet, to the POINT OF BEGINNING, and containing 1.557 acres in Williamson County, Texas, said tract being described in accordance with a survey made on the ground and a survey map prepared by Geonet of Texas, LLC, under the supervision of Josue B. Miranda Ortiz, Registered Professional Land Surveyor, License No. 6637, State of Texas, Job No. 10266-22, on November 4, 2022. (revised November 21, 2023)

Exhibit "B"



## Exhibit "C"



#### DEED

Corridor F (US 183 Extension) 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 STAGECOACH STOP LTD, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 1.557- acre tract (67,837 square feet) of land situated in the Wayman F. Wells survey, abstract no. 648, Williamson County, Texas and being out of the remnant portion of a call 120.015-acre tract, described in conveyance to Stagecoach Stop, Ltd. In warranty deed with vendor's lien recorded in document no. 2000010172 of the official public records of Williamson County, Texas, as described in the metes and bounds shown as Exhibit "A", attached hereto.

All of that certain 3.235- acre tract (140,898 square feet) of land situated in the John H. Williams survey, abstract no. 669, Williamson County, Texas and being out of the remnant portion of a call 120.015-acre tract, described in conveyance to Stagecoach Stop, Ltd. In warranty deed with vendor's lien recorded in document no. 2000010172 of the official public records of Williamson County, Texas, as described in the metes and bounds shown as Exhibit "B", attached hereto.

All of that certain 6.207- acre tract (270,377 square feet) of land situated in the Wayman F. Wells survey, abstract no. 648, and in the John H. Williams survey, abstract No. 669, Williamson County, Texas and being out of the remnant portion of a call 120.015-acre tract, described in conveyance to Stagecoach Stop, Ltd. In warranty deed with vendor's lien recorded in document no. 2000010172 of the official public records of Williamson County, Texas, as described in the metes and bounds shown as Exhibit "C", attached hereto.

**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, water 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 any roadway facilities and related appurtenances upon the Property.

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.

IN WITNESS WHEREOF	this instrument is executed	d on this the	_day of _	<u>,</u>
2024.				

[signature page follows]

STAGECOACH STOP	LTD.
By:	
Name:	
Title:	
	ACKNOWLEDGMENT
STATE OF TEXAS	§
	e
COUNTY OF	\$ \$ \$
COUNTY OF  This instrument was ack	<u></u>
	Knowledged before me on this the day of

#### 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** 

**Meeting Date:** 10/01/2024

Seward Junction N Loop Real Estate Contract

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

47.

#### Agenda Item

Discuss, consider and take appropriate action on a real estate contract with RS Stonewall Ranch, LLC, a Texas limited liability company to acquire 1.229 acres needed for the Seward Junction North Loop project (Parcel 24). Funding Source: TANS P588

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

contract

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 10:30 AM

Form Started By: Charlie Crossfield Started On: 09/25/2024 02:39 PM Final Approval Date: 09/26/2024

#### **REAL ESTATE CONTRACT**

Seward Junction North Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **RS Stonewall Ranch, L.L.C., a Texas limited liability company** (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 approximately 1.229-acre (per WCAD)) tract of land, out of and situated in the John B. Robinson Survey, Abstract No. 521, in Williamson County, Texas; being more fully described as shown in Exhibit "A", attached hereto and incorporated herein, subject to final metes and bounds survey prepared prior to Closing at the sole cost of Purchaser (**Parcel 24**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

#### ARTICLE II PURCHASE PRICE

#### Purchase Price

2.01. The Purchase Price for the fee simple Property, any improvements located upon the Property, and any damage to or cost of cure for the remaining property of Seller, shall be the sum of ONE MILLION TWO HUNDRED TWENTY-FIVE THOUSAND and 00/100 Dollars (\$1,225,000.00).

#### Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

#### ARTICLE III PURCHASER'S OBLIGATIONS

#### Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

#### **Miscellaneous Conditions**

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

## ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

- 4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:
- (a) There are no parties in possession of any portion of the Property created by, through, or under Seller, as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.
- (b) Seller has not received any written notice that Seller has not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.
  - 4.02. The Property is being conveyed to Purchaser under threat of condemnation.
- 4.03 Except as expressly provided in this Contract, Seller makes no representations or warranties whatsoever, express, implied, or arising by operation of law, with respect to the Property or the condition of the Property. Purchaser hereby represents and warrants to Seller that Purchaser has not entered into this Contract based upon any representation, warranty, agreement, statement, or expression of opinion by Seller or any other person or entity acting or allegedly acting for or on behalf of Seller with respect to Seller, the Property, or the condition of the Property. Purchaser agrees that the Property will be sold and conveyed to (and accepted by) Purchaser at the Closing in the then condition of the Property, AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WRITTEN OR ORAL REPRESENTATIONS OR

WARRANTIES WHATSOEVER, EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, other than the special warranty of title in the Deed.

#### ARTICLE V CLOSING

#### **Closing Date**

5.01. The Closing shall be held at the office of Longhorn Title Company, on or before October 31, 2024, 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 special warranty deed the ("Deed") conveying good and indefeasible title to Purchaser in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:
  - (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
  - (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
  - (c) Any exceptions approved by Purchaser in writing.
- (2) The Deed shall be a special warranty deed containing "AS IS, WHERE IS" language as provided in this Contract 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, if any.

#### **Prorations**

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple 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 for taxes to the Closing Date. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

#### **Closing Costs**

- 5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:
  - (1) Owner's Title Policy and survey to be paid by Purchaser.
  - (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
  - (3) All other closing costs shall be paid by Purchaser.
  - (4) Attorney's fees paid by each respectively as incurred.

#### ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason within five (5) days after receipt of notice of default from Purchaser, 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 within five (5) days after receipt of notice of default from Seller 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

#### <u>Notice</u>

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

#### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

#### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

#### **Legal Construction**

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

#### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

#### Time of Essence

8.06. Time is of the essence in this Contract.

#### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

#### Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

#### Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

#### **Effective Date**

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

#### Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

#### Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after October 31, 2024 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 314 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. Purchaser agrees that, in making any inspections of, or conducting any testing of, on or under, the Property, Purchaser's representatives entering onto the Property shall carry (a) commercial general liability insurance in an amount equal to the minimum limits required by Williamson County Road Bond Project contractor agreement documents, with Seller as an additional insured party insuring all activity and conduct of such representatives while exercising such right of access. Purchaser represents and warrants that it carries not less than the coverage set forth in the previous sentence with contractual liability endorsement which insures Purchaser's indemnity obligations hereunder, and upon request of Seller, will provide Seller with written evidence of same; and Purchaser and Seller recognize that indemnification may not be enforceable against Purchaser under Texas law, but Purchaser represents and warrants that it will provide insurance coverage of Purchaser's indemnification obligations irrespective if such indemnification is enforceable under Texas law. 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.

[signature page follows]

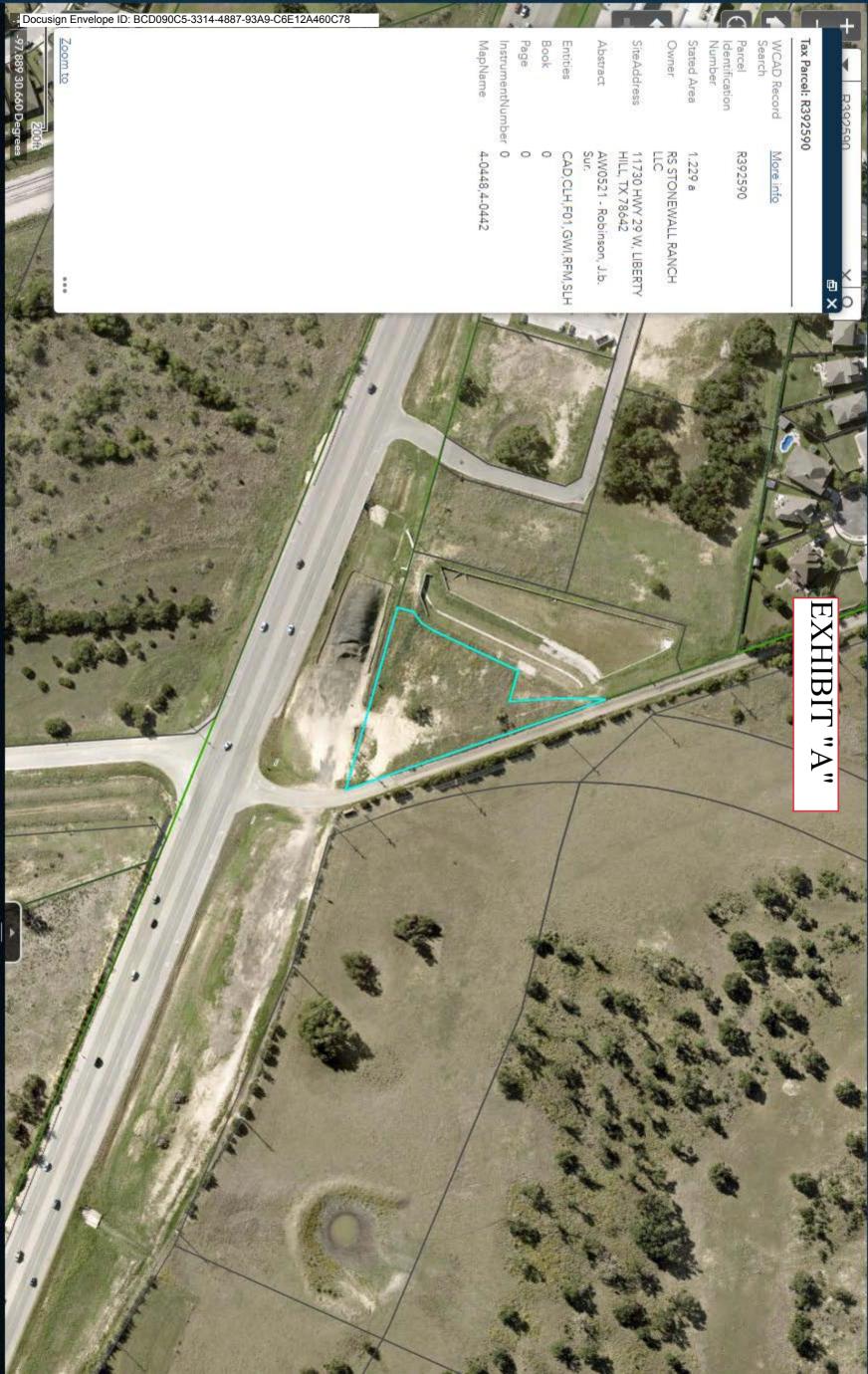
**SELLER:** 

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

RS Stonewall Ranch, L.L.C., a Texas limited l	iability company
By: James A. McAlister, IV  James A. McAlister IV, President	Address: 3200 Southwest Freeway, Suite 3000 Houston, Texas 77027
Date:	
PURCHASER:	
WILLIAMSON COUNTY, TEXAS	
By: Bill Gravell, Jr. County Judge	Address: 710 Main Street, Suite 101 Georgetown, Texas 78626

### EXHIBIT "A"

Location of Property



#### EXHIBIT "B"

[Attach form of Deed with Seller's counsel's revisions]

Parcel 24

#### SPECIAL WARRANTY DEED

Seward Junction North 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 **RS Stonewall Ranch, L.L.C., a Texas limited liability company**, 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 \_\_\_\_\_\_-acre (\_\_\_\_\_\_ square foot) tract of land, out of and situated in the John B. Robinson Survey, Abstract No. 521, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (<u>Parcel 24)</u>

**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.

The Property is being conveyed <u>AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WRITTEN OR ORAL REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, other than the special warranty of title in this Deed.</u>

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 when the claim is by, through, or under Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.
IN WITNESS WHEREOF, this instrument is executed on this the day of2024.

[signature page follows]

AFTER RECORDING RETURN TO:

<b>GRANTOR:</b>	
RS Stonewall Ranch, L.L.C., a To	exas limited liability company
By:	
James A. McAlister IV, Preside	nt
	<u>ACKNOWLEDGMENT</u>
STATE OF TEXAS	§ .
COUNTY OF	\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\
	owledged before me on this the day of, IV, President in the capacity and for the purposes and
	Notary Public, State of Texas
PREPARED IN THE OFFICE	OF: Sheets & Crossfield, PLLC 309 East Main Round Rock, Texas 78664
GRANTEE'S MAILING ADDRE	
	Williamson County, Texas Attn: County Auditor
	710 Main Street, Suite 101 Georgetown, Texas 78626

# **Commissioners Court - Regular Session**

**Meeting Date:** 10/01/2024 Corridor D purchase contract

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

48.

**Department:** Road Bond

Agenda Category: Regular Agenda Items

# Information

# Agenda Item

Discuss, consider and take appropriate action on a real estate contract and grazing lease with Theon Ranches, LP, a Texas limited partnership, to acquire 16.844 acres as right of way and 0.101 acres as a drainage easement for the Corridor D project. Funding Source: LTP P457

# **Background**

# **Fiscal Impact**

From/To	Acct No.	Description	Amount
11011/10	Acct No.	Description	Amount

# **Attachments**

contract

### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 10:37 AM

Form Started By: Charlie Crossfield Started On: 09/25/2024 02:41 PM Final Approval Date: 09/26/2024

# REAL ESTATE CONTRACT

Ronald Reagan Boulevard (Corridor D) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by **THEON RANCHES**, **LP**, a **Texas limited partnership** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY**, **TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

# ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 16.844-acre tract of land, more or less situated in the I. & G.N.R.R Co. Survey, Abstract No. 340, Williamson County, Texas, the location of which is generally shown on Exhibit "A" attached hereto;

Drainage Easement interest only to that certain .101-acre tract of land, more or less situated in the I. & G.N.R.R Co. Survey, Abstract No. 340, Williamson County, Texas, the location of which is generally shown on Exhibit "B" attached hereto;

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 shown 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.

Seller will retain and not convey to Purchaser all of the oil, gas and other minerals owned by Seller in and under the Property (the "Mineral Reservation"). The term "minerals" means all oil, gas and other minerals in and under and that may be produced from the Property. If the Property is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it. In connection with the Mineral Reservation, Seller, on behalf of itself, its successors and assigns, and in exercise of its executive leasing rights, if any, will also forever release and relinquish all rights of ingress and egress to the surface of the Property 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 Property and upon the condition that none of such operations shall be conducted so near the surface of the Property 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 (the "Surface Waiver"); it being intended, however, that nothing shall affect the title and the rights of Seller 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 the Property for the construction and maintenance of future Corridor D. The foregoing Mineral Reservation and Surface Waiver will be incorporated into the Special Warranty Deed to be delivered at Closing.

# ARTICLE II PURCHASE PRICE AND ADDITIONAL COMPENSATION

# Purchase Price

- 2.01. The Purchase Price for the Property interests described in Exhibit "A" and the final survey to be completed as described herein, any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of SEVEN HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED TWENTY-FIVE and 00/100 Dollars (\$733,725.00).
- 2.02. The Purchase Price for the drainage easement portion of the Property, any improvements on that portion of the Property, and any damage to or cost of cure for the remaining property of Seller as a result of this purchase, shall be the sum of THREE THOUSAND NINE HUNDRED SIXTY and 00/100 Dollars (\$3,960.00).

# Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash or other good funds at the Closing.

# Special Provisions and Additional Compensation

- 2.04. <u>Property Leaseback.</u> As additional consideration for the purchase of the Property, at Closing the parties shall enter into a written Grazing Lease agreement (the "Leaseback Agreement") wherein Purchaser, as Lessor, shall lease back the Property to Seller, as Lessee, according to the terms in the form shown in Exhibit "C" attached hereto and incorporated herein.
- 2.05. Roadway Construction & Maintenance. The parties agree that Seller, its successors and/or assigns, shall have no obligation to construct any portion of the proposed Corridor D roadway facility upon the Property unless otherwise specifically required by any applicable subdivision development regulations of Williamson County or other regulatory jurisdiction exercising legal authority over the remaining property of Seller (the "Seller's Other Property") at the time an application for development is submitted. Seller shall be responsible for construction of any approved driveways/roadways to the proposed Corridor D facility once it is constructed. Seller shall have no obligation for maintenance of the future Corridor D roadway facility, or any portion thereof which connects to Seller's Other Property which are formally accepted by Williamson County or other applicable regulatory jurisdiction.

- 2.06. <u>Utilities within the Right of Way Property.</u> The parties agree that any public utilities as defined by Texas law shall be permitted to locate within the Property according to any applicable Federal, State, and local statutes or Williamson County Right of Way utility permitting requirements in place at the time of application. Private utility providers shall be allowed to cross the Property at an angle not less than forty-five degrees by approved permit, but shall not be allowed to run parallel to the proposed roadway facilities along the length of the right of way Property.
- 2.07. <u>Public Purpose and Transfer.</u> The parties agree that the Property shall be used solely for public purposes as defined by Federal and/or State law, and that Purchaser shall only be permitted to transfer or assign the Property or any portion thereof to another entity which possess the right of eminent domain or legal power of condemnation.
- 2.08. Potential Driveway Locations. By execution of this Agreement, the parties acknowledge that the "Seller's Other Property" is subject to driveway location spacing and sight distance analysis under Williamson County access management rules in place at the time of application (the "Access Rules"), and current spacing requirements would appear to be adequate to allow two final permitted drive locations from the proposed Corridor D facility to the remainder (North) of Seller's Other Property. Any driveway permit sought by Seller for access to Seller's Other Property to Ronald Reagan Boulevard/Corridor D shall require application, review and approval from the County Road & Bridge Department per applicable driveway/access design requirements all as promulgated under the Access Rules, including but not limited to a possible right turn deceleration lane. If and when Corridor D/Ronald Reagan is expanded to four (4) lanes or other divided frontage road design segment, but not before, any driveway for the benefit of Seller's Other Property shall be restricted to right turn in/right turn out. (the "Right Turn Requirements"). For the avoidance of doubt, the Right Turn Requirements shall only be a condition for a driveway permit to service Seller's Other Property if such permit application is submitted after the completion of the proposed divided frontage road configuration (the "Ronald Reagan Expansion") with any application for driveway permit before the Ronald Reagan Expansion not being subject to the Right Turn Requirements for initial installation, but in any event shall otherwise become subject to the Right Turn Requirements upon construction of the Ronald Reagan Expansion.

The provisions and agreement terms contained in Sections 2.04-2.08 shall survive the Closing of this transaction and are not merged herein.

# ARTICLE III PURCHASER'S OBLIGATIONS

# Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

# Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

# ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

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.

# ARTICLE V CLOSING

# Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before October 31, 2024, 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 Special Warranty Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A" and a duly executed and acknowledged Drainage Easement conveying such interest to Williamson County, Texas in and across all of the Property described in Exhibit "B", all free and clear of any and all monetary liens, restrictions and leases, 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 set out in Exhibit "D" attached hereto. The Drainage Easement shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein.
- (3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser'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, subject to the terms of the Leaseback Agreement.

# 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, including the survey deletion and any endorsements, and survey to be paid by Purchaser.
  - (2) Special Warranty 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 and as otherwise stated herein, 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 from Purchaser 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 insure 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.

# Purchase of Future Right of Way

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for the proposed future Ronald Reagan Boulevard Extension (Corridor D) right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan, and this Contract is being executed in lieu of condemnation proceedings that could be initiated by Purchaser.

[signature page follows]

SEL	T	E.	D
DEL	111	L.	1/

THEON RANCHES, LP, a Texas limited partnership By: Theon Ranches GP, LLC, a Texas limited liability company, its General Partner

By: Daniel Voss (Sep 24, 2024 20.47 CDT)	Address:	5700 CR 234
Name: Daniel Voss		Jarrell, TX 76537
Title: President		
24/09/24 Date:		

PURCHASER:			
WILLIAMSON COUN	ITY, TEXAS		
By: Bill Gravell, Jr County Judge		Address:	710 Main Street, Suite 101 Georgetown, Texas 78626
Date:			

# Title Company's Acceptance and Receipt of Contract

itle Company, by its execution and delivery of this Real Estate Contract, acknowledges receing a fully executed counterpart of this Real Estate Contract on	
onghorn Title Company	
y:	
rinted Name:	
itle:	
onghorn Title Company	
hysical Address:	
Mailing Address:	
elephone:	
acsimile:	
Smail:	

# Exhibit "A"

County: Williamson

Project: Corridor D - Ronald Reagan Extension

Tax ID: R012756

Parcel: Theon Ranches, LP, ROW PARCEL - 16.844 acre

# METES AND BOUNDS DESCRIPTION

FOR A 16.844 ACRE TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 238.46 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO THEON RANCHES, LP, RECORDED IN DOCUMENT NO. 2022118171 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 16.844 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTHS OF AUGUST AND SEPTEMBER 2024, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pipe found (Grid Coordinates: N=10253684.53, E=3194104.55) monumenting the most southerly southwest corner of said 238.46 acre Theon Ranches, LP tract, the northwest corner of the called 1.906 acre tract of land conveyed to the State of Texas, recorded in Volume 440, Page 27 of the Deed Records of Williamson County, Texas, the northeast corner of the called 1.512 acre tract of land conveyed to the State of Texas, recorded in Volume 439, Page 163 of the Deed Records of Williamson County, Texas and the southeast corner of the called 121.867 acre tract of land conveyed to Eyemagine, LLC, recorded in Document No. 2015037989 of the Official Public Records of Williamson County, Texas, said 121.867 acre tract of land being more fully described in Document No. 9912902 of the Official Records of Williamson County, Texas, same being on the north right-of-way line of FM 972 (80' Right-of-way width), for the southwest corner and POINT OF BEGINNING hereof, from which a TxDOT Type I monument found (leaning) monumenting an angle point of the south boundary line of said 121.867 acre Eyemagine, LLC tract, same being on said north boundary line of said 1.512 acre State of Texas tract and said north right-of-way line of FM 972, bears N 72°32'35" W for a distance of 1254.46 feet;

THENCE, **N** 16°37'39" **E** with the west boundary line of said 238.46 acre Theon Ranches, LP tract and the east boundary line of said 121.867 acre Eyemagine, LLC tract for a distance of **308.88 feet** to a calculated point for the northwest corner hereof, from which a 1/2" iron pipe found monumenting an angle point on said west boundary line of the 238.46 acre Theon Ranches, LP tract and said east boundary line of the 121.867 acre Eyemagine, LLC tract, bears N 16°37'39" E for a distance of 1908.12 feet;

THENCE, **S 72°14'50'** E through the interior of said 238.46 acre Theon Ranches, LP tract for a distance of **2427.93 feet** to a calculated point on the east boundary line of said 238.46 acre Theon Ranches, LP tract and the west right-of-way line of County Road 301 (right-of-way width varies) for the northeast corner hereof, from which an axle found monumenting an angle point of said east boundary line of said 238.46 acre Theon Ranches, LP tract and said west right-of-way line of County Road 301, bears N 17°11'59" E for a distance of 1672.51 feet;

County: Williamson

Project: Corridor D - Ronald Reagan Extension

Tax ID: R012756

Parcel: Theon Ranches, LP, ROW PARCEL - 16.844 acre

THENCE, with said east boundary line of the 238.46 acre Theon Ranches, LP tract and said west right-of-way line of County Road 301, the following two (2) courses and distances:

- 1. S 17°11'59" W for a distance of 261.31 feet to a 1/2" iron rod found for the most easterly southeast corner hereof;
- 2. **S** 61°24'34" **W** for a distance of **20.46** feet to a TxDot Type I monument found (broken) monumenting an angle point of said north boundary line of the said 1.906 acre State of Texas tract, same being on an angle point in said north right-of-way line of FM 972, for an angle point hereof;

THENCE, with the south boundary line of said 238.46 acre Theon Ranches, LP tract, said north boundary line of the 1.906 acre State of Texas tract, and said north right-of-way line of FM 972, the following two (2) courses and distances:

- 1. S 62°06'07" W for a distance of 28.69 feet to a TxDOT Type I monument found (leaning) on an angle point in said north right-of-way line of FM 972, for the most southerly southeast corner hereof;
- N 72°32'23" W for a distance of 2390.24 feet to the POINT OF BEGINNING hereof and containing 16.844 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 0.99985005 per Document No. 2023093551 of the Official Public Records of Williamson County, Texas.

Date: September 06, 2024

# PRELIMINARY FOR REVIEW - NOT TO BE RECORDED

A drawing has been prepared to accompany this metes and bounds description.

# ◇ DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TX 78628 (512) 931-3100 T.B.P.E.L.S. FIRM NUMBER 10006900

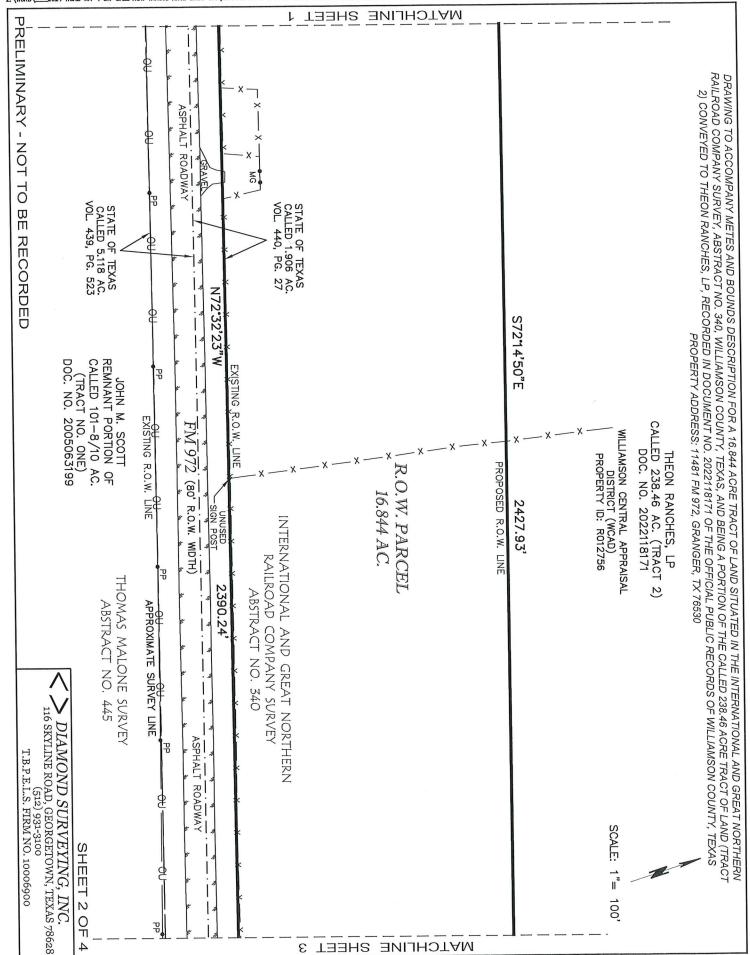
Z:\WCRB\\_\_\_2024 WCRB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\RR BLVD EAST OF IH35 THEON RANCHES ROW PARCEL 2024-101\RONALD REAGAN EXTENSION- THEON RANCHES ROW PRELIMINARY PARCEL M&B 20240906.doc

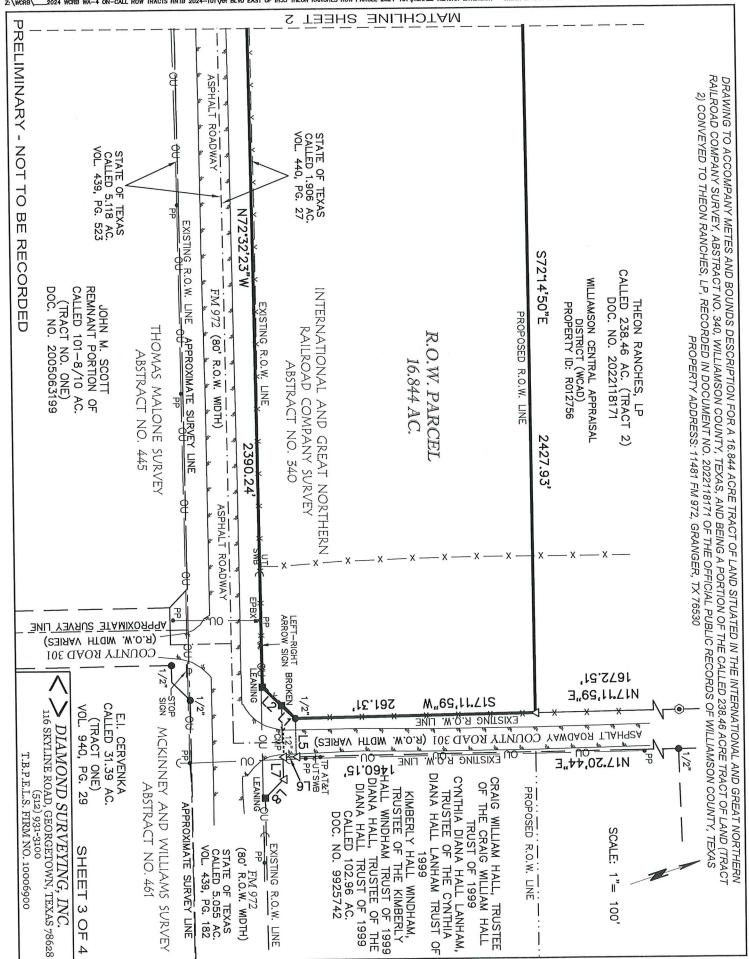
MATCHLINE SHEET 2

INC.

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RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 238.46 ACRE TRACT OF LAND (TRACT DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.844 ACRE TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN 2) CONVEYED TO THEON RANCHES, LP, RECORDED IN DOCUMENT NO. 2022118171 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS PROPERTY ADDRESS: 11481 FM 972, GRANGER, TX 76530

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8	۲7	6	5	4	L3	2	ū	LINE	
S27"29'16"E	S72*29'16"E	S17°20'44"W	S72 <b>*</b> 39'16"E	S17*25'08"W	S17*27'48"W	S62'06'07"W	S61°24'34"W	BEARING	LINE TABLE
28.29'	24.15	14.52	41.48	79.49'	79.63'	28.69	20.46	DISTANCE	

NOTES

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.99985005 PER DOCUMENT NO. 2023093551 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE CLERK OF WILLIAMSON COUNTY, TEXAS. 무 THE COUNTY

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0175F, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.

4) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY, THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

5) PROPOSED RIGHT-OF-WAY LINE SHOWN HEREON PER CAD FILE \*33331\_ROW\_PROPOSED,DGN\* IN GRID COORDINATES RECEIVED FROM HNTB ON JULY 31, 2024, SURVEYOR SCALED PROPOSED RIGHT-OF-WAY TO SURFACE COORDINATES USING THE COMBINED SURFACE ADJUSTMENT FACTOR OF 0.99985005.

To: Williamson County, Texas, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on August 7, 2024 At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1B, CONDITION III STANDARD LAND SURVEY per the current Manual of Practice for Land Surveying in the State of per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors, USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

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AXLE FOUND	IRON PIPE FOUND	IRON ROD FOUND

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DOWER DOLF	CALCULATED POINT	TXDOT TYPE I MONUMENT FOUND

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DOWN GUY	POWER POLE

• TP	<b>■</b> EPBX
TELEPHONE PEDESTAL	ELECTRIC PULL BOX

REFLECTOR POST	UNDERGROUND CABLE MARKER - SBC	UNDERGROUND TELEPHONE MARKER

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P.O.B.	R.O.W.	CMP	RCP	CDS	HDWL	SWB	MG
POINT OF BEGINNING	RIGHT-OF-WAY	CORRUGATED METAL PIPE	REINFORCED CONCRETE PIPE	CONCRETE DRAINAGE STRUCTURE	HEADWALL	SOUTHWESTERN BELL TELEPHONE COMPANY	METAL GATE

SHEET 4 OF 4

PRELIMINARY - NOT TO BE RECORDED

SEPTEMBER 6, 2024

SHANE SHAFER, R.P.L.S. N D

DATE

> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628 T.B.P.E.L.S. FIRM NO. 10006900 931-3100

# Exhibit "B"

County: Williamson

Project: Corridor D - Ronald Reagan Extension

Tax ID: R012756

Parcel: Theon Ranches, LP, DE Parcel – 0.101 acre

# METES AND BOUNDS DESCRIPTION

FOR A 0.101 ACRE (4,400 SQ. FT.) TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 238.46 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO THEON RANCHES, LP, RECORDED IN DOCUMENT NO. 2022118171 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.101 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTHS OF AUGUST AND SEPTEMBER 2024, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron pipe found (Grid Coordinates: N=10253684.53, E=3194104.55) monumenting the most southerly southwest corner of said 238.46 acre Theon Ranches, LP tract, the northwest corner of the called 1.906 acre tract of land conveyed to the State of Texas, recorded in Volume 440, Page 27 of the Deed Records of Williamson County, Texas, the northeast corner of the called 1.512 acre tract of land conveyed to the State of Texas, recorded in Volume 439, Page 163 of the Deed Records of Williamson County, Texas and the southeast corner of the called 121.867 acre tract of land conveyed to Eyemagine, LLC, recorded in Document No. 2015037989 of the Official Public Records of Williamson County, Texas, said 121.867 acre tract of land being more fully described in Document No. 9912902 of the Official Records of Williamson County, Texas, same being on the north right-of-way line of FM 972 (80' Right-of-way width), from which a TxDOT Type I monument found (leaning) monumenting an angle point of the south boundary line of said 121.867 acre Eyemagine, LLC tract, same being on said north boundary line of said 1.512 acre State of Texas tract and said north right-of-way line of FM 972, bears N 72°32'35" W for a distance of 1254.46 feet;

THENCE, N 16°37'39" E with the west boundary line of said 238.46 acre Theon Ranches, LP tract and the east boundary line of said 121.867 acre Eyemagine, LLC tract for a distance of 308.88 feet to a calculated point on the proposed north right-of-way line of Corridor D – Ronald Reagan Extension, from which a 1/2" iron pipe found monumenting an angle point on said west boundary line of the 238.46 acre Theon Ranches, LP tract and said east boundary line of the 121.867 acre Eyemagine, LLC tract, bears N 16°37'39" E for a distance of 1908.12 feet;

THENCE, S 72°14'50' E through the interior of said 238.46 acre Theon Ranches, LP tract, same being with said proposed north right-of-way line of Corridor D, for a distance of 157.67 feet to a calculated point (Grid Coordinates: N=10253932.38, E=3194343.06), for the southwest corner and **POINT OF BEGINNING** hereof;

County:

Williamson

Project:

Corridor D - Ronald Reagan Extension

Tax ID:

R012756

Parcel:

Theon Ranches, LP, DE Parcel - 0.101 acre

THENCE, continuing though said interior of the 238.46 acre Theon Ranches, LP tract, the following three (3) courses and distances:

- 1. N 17°45'10" E for a distance of 44.00 feet to a calculated point for the northwest corner hereof;
- 2. S 72°14'50" E for a distance of 100.00 feet to a calculated point for the northeast corner hereof;
- 3. S 17°45'10" W for a distance of 44.00 feet to a calculated point on a point in said proposed north right-of-way line of Corridor D, for the southeast corner hereof;

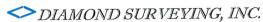
THENCE, N 72°14'50" W continuing through said interior of the 238.46 acre Theon Ranches, LP tract, same being with said proposed north right-of-way line of Corridor D, for a distance of 100.00 feet to the POINT OF BEGINNING hereof and containing 0.101 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 0.99985005 per Document No. 2023093551 of the Official Public Records of Williamson County, Texas.

Date: September 06, 2024

# PRELIMINARY FOR REVIEW - NOT TO BE RECORDED

A drawing has been prepared to accompany this metes and bounds description.



116 SKYLINE ROAD, GEORGETOWN, TX 78628 (512) 931-3100 T.B.P.E.L.S. FIRM NUMBER 10006900

Z:\WCRB\\_\_2024 WCRB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\RR BLVD EAST OF IH35 THEON RANCHES ROW PARCEL 2024-101\RONALD REAGAN EXTENSION- THEON RANCHES DE PRELIMINARY PARCEL M&B 20240906.doc

(R.O.W. WIDTH VARIES)

COUNTY ROAD 301

LEANING

INC.

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NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 238.46 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO THEON RANCHES, LP, RECORDED IN DOCUMENT NO. 2022118171 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.101 ACRE (4,400 SQ. FT.) TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT PROPERTY ADDRESS: 11481 FM 972, GRANGER, TX 76530

			_	_	_		_
L6	L5	L4	L3	L2	ᄓ	LINE	
S17°20'44"W	S72*39'16"E	S17"25"08"W	S17°27'48"W	S62*06'07"W	S61°24'34"W	BEARING	LINE TABLE
14.52	41.48	79.49	79.63	28.69	20.46	DISTANCE	
	L12	[11	L10	[9	<u>~</u>	17	
	N7214'50"W	S17.45.10 W	S/27450 E	N1/4510 E	S2/2916 E	S72*29'16"E	LINE TABLE
	100.00	44.00	100.00	44.00	28.29	24.15	

# NOTES

1) BEARING BASIS; NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.99985005 PER DOCUMENT NO. 2023093551 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0175F, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.

4) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

5) PROPOSED RIGHT-OF-WAY LINE SHOWN HEREON PER CAD FILE "33331\_ROW\_PROPOSED.DGN" IN GRID COORDINATES RECEIVED FROM HNTB ON JULY 31, 2024, SURVEYOR SCALED PROPOSED RIGHT-OF-WAY TO SURFACE COORDINATES USING THE COMBINED SURFACE ADJUSTMENT FACTOR OF 0.99985005.

To: Williamson County, Texas, exclusively.

apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1B, CONDITION III STANDARD LAND SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, Issued by the Texas Society of Professional Surveyors, USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM. Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on August 7, 2024 At the time of this survey there were no encroachments, conflicts or protrusions Shane Shafer, Registered Professional Land Surveyor in the State of

# PRELIMINARY - NOT TO BE RECORDED

SEPTEMBER 6, 2024

SHANE

SHAFER,

R.P.L.S.

N D

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P.O.B. PO	R.O.W. RIG	CMP CO	RCP REI	CDS COI	HDWL HE	SWB SOI	MG ME	:		— ou —	×   ×	þ	₫ RP	2N <sup>®</sup>	LNP	• TP	<b>■</b> EP8X	T	• PP	◁	ш	•		•	
POINT OF BEGINNING	RIGHT-OF-WAY	CORRUGATED METAL PIPE	REINFORCED CONCRETE PIPE	CONCRETE DRAINAGE STRUCTURE	HEADWALL	SOUTHWESTERN BELL TELEPHONE COMPANY		PROPOSED R.O.W. LINE	EDGE OF PAVEMENT	OVERHEAD UTILITY LINE		SIGN	REFLECTOR POST	UNDERGROUND CABLE MARKER - SBC	UNDERGROUND TELEPHONE MARKER	TELEPHONE PEDESTAL	ELECTRIC PULL BOX	DOWN GUY	POWER POLE	CALCULATED POINT	TXDOT TYPE I MONUMENT FOUND	AXLE FOUND	IRON PIPE FOUND	IRON ROD FOUND	LEGEND

SHEET 2 OF 2

> DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

# Exhibit "C"

# FARM AND GRAZING LEASE Corridor D Right of Way

THE STATE OF TEXAS	§
COUNTY OF WILLIAMSON	§
THIS GRAZING LEASE (t WILLIAMSON COUNTY, TEXAS VOSS DBA VOSS RANCH, here	the "Lease") is made and entered into by and between <u>6</u> , hereinafter referred to as "Lessor", and <u>DANIEL S.</u> inafter referred to as "Lessee."
to be kept and performed, the Les and the Lessee hires and rents the of land containing approximately 1.	and the covenants herein contained on the part of Lessee sor does hereby lease, demise and let unto the Lessee, le SURFACE ONLY, excluding the minerals, of one tract <b>6.844 acres</b> , more or less, situated in Williamson County, (the "Premises"), subject to the following terms and
ART	ICLE 1: TERM OF LEASE
, 2024 (the "Commence 2027 (the "Termination Date"), unl	se shall be four (4) years, commencing on the 1st day of cement Date") and terminating on the, ess sooner terminated in accordance with this Lease. The at make up the total term of this Lease are as follows:
First Lease Period:	, 2024 to, 2025 (12 months)
Second Lease Period:	, 2025 to, 2026 (12 months)
Third Lease Period:	, 2026 to, 2027 (12 months)
Fourth Lease Period:	, 2027 to, 2028 (12 months)
ARTICLE	2: RENT; PAYMENT OF RENT
A. Rent for First Lease Per the Premises, the sum of	<b>riod:</b> Lessee agrees to pay to Lessor, as annual rent for \$200 for the First Lease Period.

- B. Rent Adjustments Following First Lease Period: Following the First Lease Period, the annual rent will increase by \$25 for each additional annual Lease Period.
- C. Payment of Rent: The payment of the total annual rental amount for each lease period shall be paid in full at the beginning of each lease period.
- D. Place of Payment: All annual rental payments must be made payable to Lessor and be hand delivered or mailed to the address provided, in writing, to Lessee by Lessor.

# **ARTICLE 3: TAXES**

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf. Lessee further agrees to pay, within thirty (30) days of receiving a statement from Lessor, all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Lessor's real property (i.e. ad valorem taxes) and any such amount shall be deemed to be additional Rent for purposes of this Lease and Lessee's failure to pay such amounts shall constitute a default hereunder.

# **ARTICLE 4: SUBORDINATION**

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

# **ARTICLE 5: USE OF PREMISES**

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops and/or grazing cattle, together with all other purposes and activities usually and customarily associated with a farming and/or cattle operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops, grazing of cattle or to alter the Premises, including clearing new roads, moving existing fences or erecting any new fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee may not place any other animal other than cattle on the premises. Thus, there shall be no bison or other form of livestock, including, but not limited to horses; mules; asses; sheep;

goats; llamas; alpacas; exotic livestock, including elk and elk hybrids; and hogs kept on the Premises unless otherwise consented to in writing by Lessor in advance.

# **ARTICLE 6: UTILITIES**

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

# ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

- A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises.
- **B.** In relation to cattle operations, use the highest standards of animal husbandry in grazing the Premises, employing the best methods of ranching customarily practiced on in the area.
- C. Construct, keep, repair and maintain all fencing, either existing or constructed during the terms of this Lease, in such manner and condition so that such fencing is sufficient and adequate to restrain cattle that Lessee may place upon the Premises.
- **D.** Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.
- E. Lessee assumes the risk of loss on all property and all improvements, including any crops or cattle, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.
- **F.** Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor,

- or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.
- **G.** To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.
- H. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.
- In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

# **ARTICLE 8: LESSOR'S COVENANTS**

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

# **ARTICLE 9: INDEMNIFICATION & INSURANCE**

A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM

ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE, HOWEVER, ONCE LESSOR STARTS CONSTRUCTION ON THE ROADWAY, THIS INDEMNIFICATION PROVISION WILL TERMINATE AND LESSEE SHALL NOT INDEMNIFY LESSOR.

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least \$1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee shall, upon execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

# ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

- A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or
- B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and

- expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or
- C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10<sup>th</sup>) day after such notice is given (the "Termination Date") and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

# ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

# **ARTICLE 12: VOLUNTARY TERMINATION**

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts owing as of the date of termination, on a pro-rata basis, and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

# ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and

retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

# **ARTICLE 14: LESSOR TO HAVE LIEN**

Lessor will have a lien against all goods, equipment and other personal property, other than cattle or grazing livestock, of Lessee brought, stored, or kept on the Premises during the term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

# ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease. If during the term of this Lease, the Premises are assigned or sold by Lessor to a third party, the Lessor or its successor may terminate this Lease by providing Lessee with its election to terminate and, in such event, Lessee shall vacate the Premises no later than one hundred eighty (180) calendar days from the date in which Lessor gives Lessee notice of its election to terminate.

# ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

# **ARTICLE 17: LIMITATIONS OF WARRANTIES**

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, STRUCTURES, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT AND CONSIDERATION TO BE PAID AND TENDERED FOR LESSEE'S USE OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

# **ARTICLE 18: CONDEMNATION**

If during the term of this Lease, all of the premises are taken for any public or quasipublic use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

# ARTICLE 19: MISCELLANEOUS PROVISIONS

- A. Gender, Number and Headings. Words of any gender used in this Lease 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 Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.
- **B.** Place of Performance. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.
- **C. Terms Inclusive.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.
- D. Severability. If any provision of this Lease 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 Lease 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 Lease 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 Lease and be deemed to be validated and enforceable.
- **E. Governmental Immunity.** Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor 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.

- **F. No Assignment or Lease by Lessee.** Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.
- **G.** Successors and Assigns. This Lease shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
- H. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor is not agreeing to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.
- I. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR: Williamson County Auditor

710 Main Street, Suite 101 Georgetown, Texas 78626

LESSEE: <u>DANIEL S. VOSS DBA VOSS RANCH</u>

At the address set forth on the signature page below.

- J. Compliance with All Statutes and Regulations. Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.
- **K.** Day. Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.
- L. Entire Agreement. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED to be effective this	day of	, 2024.
	[signature page follows]	
	0	
	Grazing Lease	
	Page 10	

Lessor:
Williamson County, Texas
By:
Printed Name: Bill Gravell, Jr., County Judge Address: 710 Main Street, Georgetown, Texas 78626
Lessee:
Daniel S. Voss dba Voss Ranch
Address: 5700 CR 234, Jarrell, Texas 76537

Exhibit "A" to Farm and Grazing Lease

Corridor D

# SPECIAL WARRANTY DEED

Corridor D Right of Way

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

\$ 8 8

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT 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 THEON RANCHES, LP, a Texas limited partnership, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 16.844-acre tract of land, more or less situated in the I. & G.N.R.R Co. survey, Abstract No. 340, Williamson County, Texas, the location of which is generally shown on Exhibit "A" attached hereto;

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 future Corridor D.

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, when the claim is by, through or under Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.	
IN WITNESS WHEREOF, this instrument is executed on this the day of	
2024.	

[signature page follows]

GRANTOR:	
THEON RANCHES, LP, a Texas limited partnership	
By: Theon Ranches GP, LLC, a Texas limited liability company, its General Partner	
By:	
Name:	
Its:	
	ACKNOWLEDGMENT
STATE OF TEXAS	§ §
COUNTY OF WILLIAMSON	§
of, 2024 (title) of Theo	acknowledged before me on this the day by, in his/her capacity a on Ranches GP, LLC, a Texas limited liability company, in of Theon Ranches, LP, a Texas limited partnership, in the nd consideration recited herein.
	Notary Public, State of Texas
PREPARED IN THE OFFICE	OF: Sheets & Crossfield, PLLC 309 East Main Round Rock, Texas 78664
GRANTEE'S MAILING ADDRE	ESS:
	Williamson County, Texas Attn: County Auditor 710 Main Street, Suite 101 Georgetown, Texas 78626

3.

AFTER RECORDING RETURN TO:

Exhibit "A" to Special Warranty Deed

#### Exhibit "E"

### DRAINAGE EASEMENT

Corridor D

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That **THEON RANCHES**, **LP**, a **Texas limited partnership** their successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY**, **TEXAS**, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

Drainage Easement interest only in that certain .101-acre tract of land, more or less situated in the I. & G.N.R.R Co. survey, Abstract No. 340, Williamson County, Texas, the location of which is generally shown on Exhibit "A" attached bereto

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibits "A-B" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making

connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under Grantor but not otherwise.

This grant is subject to any easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor, its successors and assigns covenant not to convey any other easement or conflicting rights within, or otherwise use for drainage purposes, the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the	day of	, 2024.
DILECCIAL CITATION		

[signature page follows]

GRANTOR:	
THEON RANCHES, LP, a Texas limited partnership By: Theon Ranches GP, LLC, a Texas limited liability company, its General Partner	
By:	
Name:	
Its:	
<u>A</u>	ACKNOWLEDGMENT
STATE OF TEXAS	§
COUNTY OF WILLIAMSON	§
day of, capacity as, limited liability company, in its	acknowledged before me on this the 2024 by, in his/her(title) of Theon Ranches GP, LLC, a Texas s capacity as General Partner of Theon Ranches, LP, n the capacity and for the purposes and consideration
	Notary Public, State of Texas
PREPARED IN THE OFFICE	OF: Sheets & Crossfield, PLLC 309 East Main Round Rock, Texas 78664
GRANTEE'S MAILING ADDRI	ESS:
	Williamson County, Texas Attn: County Auditor 710 Main Street, Suite 101 Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

# Exhibit "A" to Drainage Easement

**Meeting Date:** 10/01/2024 Bagdad Rd Relocation Claim

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

49.

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

### Agenda Item

Discuss, consider and take appropriate action on a claim for actual moving expenses with Blake Stifflemire (a tenant) caused by the acquisition of real property required for the construction of the Bagdad Rd. project (Parcel 16). Funding Source: Road Bonds P343

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

claim

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 10:38 AM

Form Started By: Charlie Crossfield Started On: 09/25/2024 02:43 PM Final Approval Date: 09/26/2024

## **CLAIM FOR ACTUAL MOVING EXPENSES**

Print or Type All Information					
1. Name of Claimant(s)				Parcel No: 16	County: Williamson
Blake Stifflemire				Project: CR 279 / Bagdad Road	
⊠ Residence	Business		Farm	☐ Nonprofit ☐ S	gn Other
2. Address of Property Acquired	by State:			3. Address Moved To:	
1595 CR 279 Liberty Hill, Texas 78641				820 CR 336 Bertram, Texas 78605	
Liberty Tilli, Texas 78041				Beitiani, Texas 78003	
Claimant's Telephone No.: 512					
4. Occupancy of Property Acqui	red by Stat	e.		5. Distance Moved: 18 Miles	
From (Date):		of Move):		7. Mover's Name and Address:	
1995	09/19/202			Liberty Hill Towing, LLC	
Owner/Occupa		Tenant		7260 FM 3405	
6. Controlling Dates	Mo.	Day	Yr.	Liberty Hill, Texas 78642 512-515-6780	
a. First Offer in Negotiation	04	04	2024	9. Amount of Claim:	
b. Date Property Acquired				a. Moving Expenses	\$3,362.31
c. Date Required to Move	09	08	2024	b. Reestablishment Expenses	s
8. Property Storage (attach expla		00	2027		
	of Move):	N/A		c. Searching Expenses	\$
DI 0. 101				d. Tangible Property Loss	s
Place Stored (Name and Addres N/A	s):			d. Tangrole Property 2000	
1771				e. Storage	\$
				f. Temporary Lodeing	s
10. Temporary Lodging (attach From (Date): To (Date of	explanation of Move):			g. Total Amount	\$3,362.31
11. All amounts shown in Block 9 v have not submitted any other claim compensation from any other source	for, or receive for any iten	ed reimbursen of expense	ement for, a paid pursua	be supported by attached receipts. Payment an item of expense in this claim, and that I want to this claim. I further certify that all protected and agreed terms of the move and that	will not accept reimbursement or operty was moved and installed at the
9/18/2024 Brandia M	erdiols	for Bla	ake Stif	fflemire	
	aimant				
Date of Claim?					
C	laimant				
	S	naces Belo	w to be Co	ompleted by Williamson County	(YEAR) (YEAR) (A) (A) (A) (A) (A) (A) (A) (A) (A) (A
I certify that I have examined this claim and substantiating documentation attached here will and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:					
Amount of \$ 3,362.31					
9-18-2024					
Date Relocation Alcot					
The section is a section in the sect					
Date				Williamson Count	v ludge
Dale				YY IIII allisoit Coult	1 / 4445

# RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730 (O) (512) 372.6220 (F) (512) 372.6221

September 20, 2024

TO: Lisa Dworaczyk, Sheets and Crossfield

FROM: Danny Jackson, Right of Way of Texas

Relocation Move Claim Vehicles

Williamson County: Bagdad Road Parcel 16 Blake Stifflemire

#### Forms included with this submission include:

Claim for Actual Moving Expenses
Unpaid Invoice From Liberty Hill Towing
W-9 Liberty Hill Towing
Signed Agreement for Direct Payment to Vendor
Vacancy Pictures
Displacement Pictures

#### **REMARKS**

Attached for your review, approval and payment is the move claim for Blake Stifflemire for moving of the vehicles from the parcel.

The move was completed by Liberty Hill Towing. The original estimate was to move 13 vehicles from the parcel however Liberty Hill Towing was only able to move 9 vehicles the remaining vehicles were moved by the displacee.

The Displacee has requested that the payment be made directly to Liberty Hill Towing.

We have verified that the vehicles have been moved and recommend payment.

If you have any questions or need any additional information, please do not hesitate to call me at 512-922-5930.

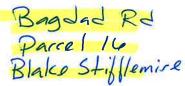
# **Liberty Hill Towing LLC**

7260 FM 3405, Liberty Hill TX 78642

Phone: 512-515-6780 | Fax: | libertyhilltowingdispatch@gmail.com

# **STATEMENT**

# 24-4845225



Danny Jackson Right Of Way Of Texas 6101 West Couryard Dr. Blgd 1 Ste 125 Austin TX 78730

Statement Details				
Statement Date:	9/17/2024 10/17/2024			
Due Date:	\$3,362,31			

Date	VIN	Vehicle	1			Invoice	Call #	Subtotal	Balance
8/16/2024	N8517110		ver: Graham Carpente	er / 2023 international m AS 78642, To: 820 CR 336		15432	15432	\$373.59	\$373.59
		Unloaded/Enroute	Mileage	0@\$1.50	\$0.00				
		Loaded/Hooked N	_	0 @ \$3.50	\$0.00				
		Tow/Hook Fee	8-	1 @ \$373.59	\$373.59				
		Fuel Surcharge		1 @ \$0.00	\$0.00				
		_		licAccess/Invoice2.aspx?	•				
8/16/2024	SKB14325	'95 Ford F-250 Bla	ck			15433	15433	\$373.59	\$373.59
			79 LIBERTY HILL, TEXA	er / 2023 international m AS 78642, To: 8425 OLD S					
		Unloaded/Enroute	e Mileage	0 @ \$1.50	\$0.00				
		Loaded/Hooked N	1ileage	0 @ \$3.50	\$0.00				
		Fuel Surcharge		1@\$0.00	\$0.00				
		Tow/Hook Fee		1 @ \$373.59	\$373.59				
		Invoice: https://ar id=201377422≻		licAccess/Invoice2.aspx?	<u>u</u>				
8/16/2024	2ED66041		ver: Graham Carpento 79 LIBERTY HILL, TEXA	er / 2023 international m AS 78642, To: 8425 Old 1		15436	15436	\$373.59	\$373.59
		Unloaded/Enroute		0 @ \$1.50	\$0.00				
		Loaded/Hooked N	ь	0 @ \$3.50	\$0.00				
		Fuel Surcharge	meage	1 @ \$0.00	\$0.00				
		Tow/Hook Fee		1 @ \$373.59	\$373.59				
		•		licAccess/Invoice2.aspx?	-				
8/16/2024	KKA07823	'89 Ford F-350 DU	ALLY Red , Driver: Gra 02	aham Carpenter / 2023		15437	15437	\$373.59	\$373.59
		<ul> <li>From: 1595 CR 2</li> <li>Florence, TX 7652</li> </ul>		AS 78642, To: 8425 Old 1	195,				
		Unloaded/Enroute	e Mileage	0@\$1.50	\$0.00				
		Loaded/Hooked N	1ileage	0 @ \$3.50	\$0.00				
		Fuel Surcharge		1 @ \$0.00	\$0.00				
		Tow/Hook Fee		1 @ \$373.59	\$373.59				
		•		licAccess/Invoice2.aspx	2				
8/18/2024	WF050340	'98 Chevrolet C/K	<b>3500</b> Series White , 02	Driver: Graham Carpento 25 Old 195, Florence, TX		<b>3</b> 5443	15443	\$373.59	\$373.5
		USA							
		Unloaded/Enrout	e Mileage	0 @ \$1.50	\$0.00				
		Fuel Surcharge		1 @ \$0.00	\$0.00				
		Loaded/Hooked N	⁄lileage	0 @ \$3.50	\$0.00				
		Tow/Hook Fee		1 @ \$373.59	\$373.59				
		Invoice: <u>https://apid=201531330≻</u>		licAccess/Invoice2.aspx	?				

Date	VIN	Vehicle			Invoice	Call #	Subtotal	Balance
8/19/2024	KKA07823		om Carpenter / 2023 international n Y HILL, TEXAS 78642, To: 8425 OLD EXAS		15450	15450	\$373.59	\$373.59
		Unloaded/Enroute Mileage	0 @ \$1.50	\$0.00				
		Loaded/Hooked Mileage	0 @ \$3.50	\$0.00				
		Tow/Hook Fee	1 @ \$373.59	\$373.59				
		Fuel Surcharge	1 @ \$0.00	\$0.00				
		Invoice: https://app.towboo id=201625056≻=eab4c63	k.com/PublicAccess/Invoice2.aspx? 813	2				
8/19/2024	JLA24031	'88 Ford Bronco Black			15451	15451	\$373.59	\$373.59
			ım Carpenter / 2023 international n Y HILL, TEXAS 78642, To: 8525 OLD					
		Unloaded/Enroute Mileage	0 @ \$1.50	\$0.00				
		Loaded/Hooked Mileage	0 @ \$3.50	\$0.00				
		Tow/Hook Fee	1 @ \$373.59	\$373.59				
		Fuel Surcharge	1 @ \$0.00	\$0.00				
		Invoice: https://app.towboo id=201631019≻=8f08373	ok.com/PublicAccess/Invoice2.aspx 3b1	?				
8/19/2024	VEB66088	'95 Ford F350 White			15452	15452	\$373.59	\$373.59
			am Carpenter / 2023 international r Y HILL, TEXAS 78642, To: 8425 OLD EXAS					
		Unloaded/Enroute Mileage	0 @ \$1.50	\$0.00				
		Loaded/Hooked Mileage	0 @ \$3.50	\$0.00				
		Tow/Hook Fee	1 @ \$373.59	\$373.59				
		Fuel Surcharge	1 @ \$0.00	\$0.00				
		Invoice: https://app.towbooid=201631393≻=f5f20ce	ok.com/PublicAccess/Invoice2.aspx 813	?				
8/19/2024	SJ317244		nite // 2023 international r Y HILL, TEXAS 78642, To: 820 CR 33		15453	15453	\$373.59	\$373.59
		Unloaded/Enroute Mileage	0 @ \$1.50	\$0.00				
		Loaded/Hooked Mileage	0 @ \$3.50	\$0.00				
		Fuel Surcharge	1 @ \$0.00	\$0.00				
		Tow/Hook Fee	1 @ \$373.59	\$373.59				
			ok.com/PublicAccess/Invoice2.aspx 343	?				

Subtotal Total Due \$3,362.31 **2** \$3,362.31

Liberty Hill Towing LLC appreciates your business. If you have any questions regarding this statement, please contact us at 512-515-6780. If there are any issues with this statement, please include a copy indicating any discrepancies.

Voisie mould

# AGREEMENT FOR DIRECT PAYMENT TO VENDOR

Williamson County Bagdad Road / CR 279 Parcel 16 Blake Stifflemire

Williamson County, Texas Representative, Name (Printed)

The undersigned displacee hereby agrees that payment for relocation services identified on the attached scope of work will be made to <a href="Liberty Hill Towing"><u>Liberty Hill Towing</u></a> (vendor). This agreement is void without a signed scope of work attached. Williamson County, Texas. (County) reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry. <a href="Blake Stifflemire"><u>Blake Stifflemire</u></a> (displacee) understands anything not included in the attached scope of work must be preapproved by the County in order to ensure its eligibility for reimbursement. The vendor understands that the County will not be able to make any reimbursements for the pre-approved scope of services until displace authorizes release of the payment.

, and the payment.	
Vendor's Signature, Liberty Hill Towing	9-16-24 Date
Vendor's Name (Printed),	
Brandis Mandiola Displace's Signature, Blake Stifflemire	8/15/2024 Date
Brandie Mendiola for Blake Stifflemire  Displacee's Name (Printed), Blake Stifflemire	
Lisa Dworaczyke Williamson County, Texas Representative, Signature	9/16/24 Date
Lisa Dworaczyk	

Liberty Hill Towing LLC

3760 FM 3405

Liberty Hill, Tx 78642

512-515-6780

move Estimate

05/22/2024

To whom it may concern,

Thank you for the opportunity to offer a bid for towing 13 units located at 1595 County Road 279, Liberty Hill, Texas 78642. After viewing the units, we are able to offer a total bid of \$4856.55.

Please feel free to reach out if you have questions. Our phone number is 512-515-6780.

Thank you for your consideration of our proposed bid. We look forward to hearing from you soon.

**Liberty Hill Towing Dispatcher** 

Barbara Welton

**Meeting Date:** 10/01/2024

CR 313 Relocation Claim

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

50.

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on a claim for actual moving expenses with Melissa Dixon and caused by the acquisition of real property required for the construction of the CR 313 project (Parcel 6). Funding Source: LTP P457

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

claim

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 10:39 AM

Form Started By: Charlie Crossfield Started On: 09/25/2024 03:15 PM Final Approval Date: 09/26/2024

# CLAIM FOR ACTUAL MOVING EXPENSES

			Print or T	ype All Information		
1. Name of Claimant(s)				Parcel No: 6	County: Williamson	
Melissa Dixon				Project: CR 313		
⊠ Residence	Business		Farm	☐ Nonprofit ☐ Si	gn Other	
2. Address of Property Acquired by Williamson County: 2409 CR 313 Jarrell, Texas 76537 Claimant's Telephone No.: 512-				3. Address Moved To: Remainder		
4. Occupancy of Property Acqu				5. Distance Moved: less than 1 mile		
From (Date): 09/2018	09/19/202	of Move):		7. Mover's Name and Address: Ford Transport		
Owner/Occupa	-	Tenant		Matthew Ford		
6. Controlling Dates	Mo.	Day	Yr.	4838Sunlit Well Drive San Antonio, Texas 78247 245-577-9137		
a. First Offer in Negotiation	03	27	2024	9. Amount of Claim:		
b. Date Property Acquired	07	12	2024	a. Moving Expenses	\$950.00	
c. Date Required to Move	08	20	2024	b. Reestablishment Expenses	\$	
8. Property Storage (attach expl From (Date): To (Date	anation) of Move):	N/A		c. Searching Expenses	\$	
Place Stored (Name and Addres	ss):			d. Tangible Property Loss	\$	
N/A	,			e. Storage	\$	
10. Temporary Lodging (attach From (Date): To (Date				f. Temporary Lodging g. Total Amount	\$ \$950.00	
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Payment of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.  Claimant  Claimant						
	Sı	paces Belov	w to be C	ompleted by Williamson County		
I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses, and this claim is recommended for payment as follows:  Amount of \$ 950.00  Date  Relocation Agent						
Date				Williamson County	/ Judge	

# RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730 (O) (512) 372.6220 (F) (512) 372.6221

September 25, 2024

TO: Lisa Dworaczyk, Sheets and Crossfield

FROM: Danny Jackson, Right of Way of Texas

Relocation Move Claim Personal Property Storage Building

Williamson County: CR 313 Parcel 6 Melissa Dixon

#### Forms included with this submission include:

Claim for Actual Moving Expenses
Unpaid Invoice From Ford Transport
W-9 Matthew Ford
Certification of Eligibility
Vacancy Pictures
Replacement Pictures
Displacement Pictures
90-day letter
30-day letter
Contact notes

#### REMARKS

Attached for your review, approval and payment is the move claim for Melissa Dixon for moving of her personal property storage building.

The invoice is \$250 higher than the estimate, this additional cost was to remove items that were located in the storage building in order to move the building, the original estimate did not include this and was just the cost to move the building.

The move was completed by Ford Transport.

The Displacee has requested that the payment be made directly to Matthew Ford.

We have verified that the storage building has been moved. All costs are reasonable and were necessary and we recommend approval and payment of this claim.

If you have any questions or need any additional information, please do not hesitate to call me at 512-922-5930.

# **Ford Transport**

# Invoice

Bill to:

Williamson County

Number:

INV0456 Sep 18, 2024

Date: Due date:

Varifie de Move Complète
9-24-2024
Oldste

On receipt

Description	Quantity	Unit price	TAX	Amount
Relocation	1	\$950.00	0.0 %	\$950.00

Subtotal:

\$950.00

TAX: Total: \$0.00 \$950.00

Paid:

\$0.00

**Balance Due** 

\$950.00

# **CERTIFICATION OF ELIGIBILITY**

Project: County Road 313 Parcel: 6	
Displacee: Melissa Dixon	
Individuals, Families and Unincorpora	ted Businesses or Farming Operations
I certify that myself and any other party(ies) with a fi are either:	
Citizens or National	ls of the United States
	sent in the United States
* If an Alien lawfully present in the United States, su	pporting documentation will be required.
Modern Claimant	Date:
Claimant	
Claimant	Date:
Incorporated Business, Farm	or Nonprofit Organizations
I certify that I have signature authority for this entity applicable state's laws and authorized to conduct bus	
N/A	

Claimant

Date:

## **Danny Jackson**

From:

Melissa Dixon <

Sent:

Friday, August 16, 2024 12:52 PM

To:

Danny Jackson

Subject:

Fwd: Metal Building Move

----- Forwarded message ------

From: Justin fingers < justindfingers@gmail.com>

Date: Thu, Aug 15, 2024, 9:41 PM Subject: Metal Building Move To: <melissa.dixon0@gmail.com> CR 313 Parcel 6 Move Estimato

Hello,

This is Justin with Ford Transport. We can move your metal building off of the property line for \$700.

Justin Fingers Ford Transport Shedstransport.com

Actual cost was \$950 the increase was that the move had to remove items that was stored within the building and around the building.

The original estimate was just to move 61 dg

## **Danny Jackson**

Texas Building Movers <texasbuildingmovers@gmail.com> From:

Sent: Tuesday, August 13, 2024 12:28 PM

To: Danny Jackson Subject: **Building Move** 

This is Lendall with Texas Building Movers/CM Construction. The total cost would be \$750. To facilitate the moving process, please ensure the building is empty. Additionally, all utilities, if applicable, should be disconnected, and any skirting, porches, fences, or narrow gates hindering access must be removed before our arrival.

CR313
Parcel 6
Moul Estimate

# **Contact Notes**

Project CR 313 Parcel 6

Name Melissa Dixon

Date	Comments
	Met with Melissa Dixon with David Oberrender and Sam Nassour for perappraisial contact. Took pictures there is a storage building that is persona property that will need to be relocated.
	Melissa Dixon  4
04-12-24	Sent 90-day letter for personal property move, storage shed and miscellaneous items that will need to be removed.
04-18-24	Carol Daugherty (mother of Melissa Dixon) called and said that Melissa had brain surgery and that she wanted information on relocation and moving. I explained the storage building would have to be moved and explain the relocation benefits and that we need approval of the costs before the move.
07-19-24 08-09-24	Mailed out 30-day letter.  Called Melissa Dixon to discuss the moving of her storage building, I told her that I needed 2 estimates, she asked if I could send her movers information, and I said I would. I will text her information.
08-12-24	Sent Melissa list of movers for her storage building, ask her to get two estimates she said that she would and send to me.
09-19-24	Melissa had Storage building moved to the remainder.
09-24-24	Prepared move claim documents. Met with Melissa Dixon to have claim form signed and take move pictures.

# **Contact Notes**

Project CR 313 Parcel 6

Name Melissa Dixon

Date	Comments
	Met with Melissa Dixon with David Oberrender and Sam Nassour for perappraisial contact. Took pictures there is a storage building that is persona property that will need to be relocated.
	Melissa Dixon 512-630-3484 melissa.dixon@gmail.com
04-12-24	Sent 90-day letter for personal property move, storage shed and miscellaneous items that will need to be removed.
04-18-24	Carol Daugherty (mother of Melissa Dixon) called and said that Melissa had brain surgery and that she wanted information on relocation and moving. I explained the storage building would have to be moved and explain the relocation benefits and that we need approval of the costs before the move.  Carol Daughtry 512-818-4774
07-19-24 08-09-24	Mailed out 30-day letter.  Called Melissa Dixon to discuss the moving of her storage building, I told her that I needed 2 estimates, she asked if I could send her movers information, and I said I would. I will text her information.
08-12-24	Sent Melissa list of movers for her storage building, ask her to get two estimates she said that she would and send to me.
09-19-24	Melissa had Storage building moved to the remainder.
09-24-24	Prepared move claim documents. Met with Melissa Dixon to have claim form signed and take move pictures.
09-25-24	Prepared Move claim and send to Sheets and Crossfield for review and approval
_	

**Meeting Date:** 10/01/2024

**TXDOT Surplus Property Acquisition** 

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

51.

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action authorizing the purchase of +- 28.53 acres from the Texas Department of Transportation located at 9500 N. Lake Creek Parkway, Austin, Williamson County, Texas 78717.

### **Background**

#### **Fiscal Impact**

From/To	Acct No	Description	Amount
110111/10	Acct No.	Description	Amount

#### **Attachments**

Letter

HUD

order

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 11:17 AM

Form Started By: Charlie Crossfield Started On: 09/26/2024 10:34 AM Final Approval Date: 09/26/2024



6230 East Stassney Lane | Austin, Texas 78744 ROW - Real Estate Services Section 512.416.2485 txdot.gov

July 18, 2024

RE: Potential Sale of State-Owned Property

+/- 28.53 acres; D14-246-483 9500 N Lake Creek Parkway

Austin, Williamson County, TX 78717

#### VIA FEDERAL EXPRESS

Bill Gravell, Jr. County Judge Williamson County 710 S Main St Ste 101 Georgetown, TX 78626

Dear Priority Holder,

The Austin District of the Texas Department of Transportation ("TxDOT") has determined that the above-described property is no longer needed for state highway purposes. A copy of the survey of the property is enclosed. In accordance with Texas Transportation Code § 202.021, governmental entities with the authority to condemn the real property have a priority right to purchase TxDOT real property that is sold, and this letter is a notice of your right to purchase this property.

The purchase price for this property is EIGHTEEN MILLION and No/100 DOLLARS (\$18,000,000.00), plus \$11,474.50 survey costs, \$16,750.00 appraisal costs, and any additional incurred closing costs, including the cost of any owner's title insurance policy you may require. This transaction is subject to change or cancellation by TxDOT. Furthermore, the conveyance will be made subject to any easements for access to a right of way, implied or otherwise, appurtenant to any and all properties abutting the property being sold.

To exercise your priority, you must provide TxDOT with a written election statement of your entity's intent to purchase the property on these terms, within **thirty (30) days** of the receipt of this letter. Please email this to: Stephen.Dodge@txdot.gov.

If TxDOT does not receive a written election statement, TxDOT will consider your right to purchase the property waived. If the priority holder is not interested in purchasing the property, please return the enclosed Waiver prior to the automatic 30-day waiver.

If you have any questions concerning this matter, email or call me at: (512) 416-2875.

Sincerely,

-DocuSigned by:

Steve Podge Stephen Dodge

Director, Real Estate Services Section, Right of Way Division

cc: Tucker Ferguson, P.E., District Engineer, Austin District

David Harrah, ROW Project Delivery Manager, Austin District

#### Waiver of Priority Purchase Right by Governmental Entity

RE: Potential Sale of State-Owned Property Texas Department of Transportation +/- 28.53 acres; D14-246-483 9500 N Lake Creek Parkway Austin, Williamson County, TX 78717

Stephen Dodge, Director Real Estate Services Section Right of Way Division Texas Department of Transportation 6230 E. Stassney Lane Austin, Texas 78744

Dear Mr. Dodge:

Sincerely,

We have reviewed TxDOT's letter dated July 18, 2024 regarding the proposed sale of the above-referenced property.

The Priority Holder IS NOT interested in purchasing this property.

The Priority Holder WAIVES the priority right to purchase this property.

\_\_\_\_\_\_[Signature]
\_\_\_\_\_\_\_[Name]
\_\_\_\_\_\_[Title]
\_\_\_\_\_\_\_[Entity Name]
Date: , 20

Bill Gravell, Jr. County Judge Williamson County 710 S Main St Ste 101 Georgetown, TX 78626

# A. Settlement Statement

D. Type of Loan				
<ol> <li>□ FHA 2. □ FmHA 3. □ Conv Unins</li> <li>□ VA 5. □ Conv Ins. 6. □ Seller Finance</li> <li>□ Cash Sale.</li> </ol>	6. File Number GT2403023	7. Loan Number	er 8. Mortgage I	ns Case Number
C. Note: This form is furnished to give you a statemer "(p.o.c.)" were paid outside the closing; they D. Name & Address of Borrower Williamson County, Texas 710 Main Street, Suite 101 Georgetown, TX 78626		national purposes and are Seller Transportation		
G. Property Location 28.384 Acres, Saul, R., 551, Williamson, County 2500 North Lake Creek Pkwy. Austin, TX 78717		H. Settlement Agent Nan Longhorn Title Compa 3613 Williams Drive, St Georgetown, TX 78628	ny, LLC uite 204	
		Place of Settlement Longhorn Title Compa 3613 Williams Drive, S Georgetown, TX 7862	any Suite 204	I. Settlement Date 10/4/2024 Fund:
J. Summary of Borrower's Transaction		K. Summary of Seller	's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount D	ue to Seller	
101. Contract Sales Price	\$18,000,000.00	401. Contract Sales Pr	rice	\$18,000,000.00
102. Personal Property		402. Personal Property	у	
103. Settlement Charges to borrower	\$76,874.41			
104.		404.		
105.		405.		
Adjustments for items paid by seller in advance			s paid by seller in advance	
106. City property taxes		406. City property tax 407. County property		
107. County property taxes 108. HOA		408. HOA	taxes	
109. School property taxes		409. School property t	aves	
110. MUD Taxes		410. MUD Taxes	uncs	
111. Flood Insurance		411. Flood Insurance		
112.		412.		
113. Survey Reimbursement	\$11,474.50	·	ement	\$11,474.50
114. Appraisal Reimbursement	\$16,750.00	1		\$16,750.00
115.	Ψ10,720.00	415.		Ψ10,720.00
116.		416.		
120. Gross Amount Due From Borrower	\$18,105,098.91		Due to Seller	\$18,028,224.50
200. Amounts Paid By Or in Behalf Of Borrower	1 2) 22,22	500. Reductions in Au		1 2,1 2,
201. Deposit or earnest money		501. Excess Deposit	nount 2 de to sener	
202. Principal amount of new loan(s)		502. Settlement Charg	tes to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s)		
204. Loan Amount 2nd Lien		504. Payoff of first mo	ortgage loan to	
205.		505. Payoff of second	mortgage loan to	
206.		506.		
207.		507.		
208.		508.		
209. Seller Contribution		509. Seller Contribution	on	
Adjustments for items unpaid by seller		Adjustments for item	s unpaid by seller	
210. City property taxes		510. City property tax	es	
211. County property taxes		511. County property	taxes	
212. HOA		512. HOA		
213. School property taxes		513. School property t	axes	
214. MUD Taxes		514. MUD Taxes		
215. Flood Insurance		515. Flood Insurance		
216.		516.		
217.		517.		
218.		518.		
219. 220 Total Paid Ry/For Rorrower	\$0.00	519.	Amount Due Seller	\$0.00
220. Total Paid By/For Borrower	\$0.00			\$0.00
300. Cash At Settlement From/To Borrower	#10 10 F 000 01	600. Cash At Settleme		d10 000 004 50
301. Gross Amount due from borrower (line 120)	\$18,105,098.91			\$18,028,224.50
302. Less amounts paid by/for borrower (line 220)	\$19,105,009,01		amt. due seller (line 520)	\$0.00
303. Cash From Borrower	\$18,105,098.91	603. Cash To Seller		\$18,028,224.50

00. Total Sales/Broker's Commission based	on price \$18,000,000.00 @ % = \$0.00	Paid From	Paid From
Division of Commission (line 700) as a		Borrower's	Seller's
01.	to	Funds at	Funds at
02.	to	Settlement	Settlement
03. Commission Paid at Settlement		\$0.00	\$0
04. The following parties, persons, firms or	to		
05. corporations have received a portion of	to		
66. the real estate commission shown above.	to		
00. Items Payable in Connection with Loan	4-		
O1. Loan Origination Fee % O2. Loan Discount %	to		
O3. Appraisal Fee	to to		
94. Credit Report	to		
05. Lender's Inspection Fee	to		
06. Mortgage Insurance Application	to		
77. Assumption Fee	to		
98. Flood Certification Fee	to		
0. Items Required by Lender To Be Paid in			
<u> </u>	/2024 @ <b>\$</b> 0/day		
2. Mortgage Insurance Premium for months	to		
3. Hazard Insurance Premium for years	to		
4. Flood Insurance for year(s)	to		
5. Windstorm Insurance for year(s)	to		
00. Reserves Deposited With Lender			
01. Hazard insurance	months @ per month		
02. Mortgage insurance	months @ per month		
03. City property taxes	months @ per month		
04. County property taxes	months @ per month		
05. HOA	months @ per month		
06. School property taxes	months @ per month		
07. MUD Taxes	months @ per month		
08. Flood Insurance	months @ per month		
09. Other Taxes	0 months @		
011. Aggregate Adjustment			
00. Title Charges			
01. Settlement or closing fee	to Longhorn Title Company		
102. Abstract or title search	to		
03. Title examination	to		
04. Title insurance binder	to		
05. Document preparation	to Law Office of Kenneth M. Kohl, P.C.		
06. Notary fees	to		
07. Attorney's fees	to Doyle Law Firm, PLLC		
includes above items numbers:		)	
08. Title insurance	to Longhorn Title Company	\$76,147.25	
includes above items numbers:		)	
09. Lender's coverage	\$0.00/\$0.00 .		
10. Owner's coverage	\$18,000,000.00/\$76,147.25		
11. Escrow fee	to Longhorn Title Company	\$600.00	
12. State of Texas Policy Guaranty Fee	to Association Texas Title Insurance Guaranty	\$2.00	\$
13.	ASSOCIATION to		
14. Tax certificates	to Realty Tax Search, Inc.	\$50.66	
15. Title Premium split 85% to South Land	to Longhorn Title Company	φ30.00	
Title Premium enlit 150/ to	Tevan Title Insurance		
16. ————————————————————————————————————	to Company-Premium Remittance		
17. E-Recording Fees	to Longhorn Title Company	\$3.20	
18. Courier Fee	to Longhorn Title Company		
19. Secure Portal Fee	to Closinglock, Inc.	\$14.30	
00. Government Recording and Transfer C	harges		
01. Recording Fees Deed \$57.00; Mortgag	e ; Rel to Longhorn Title Company	\$57.00	
02. City/county tax/stamps Deed; Mortgag	e to		
03. State tax/stamps Deed; Mortgag	e to		
04. Additional Recording	to Longhorn Title Company		
05. Doc Prep NTP	to Texas Real Tax		
06. Recording NTP	to Longhorn Title Company		
00. Additional Settlement Charges			
01. Survey	to		
02. Pest Inspection	to		
03. HOA Dues	to		
	to		
04. HOA Statement of Account			
04. HOA Statement of Account 05. HOA Transfer Fee	to		

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

	State of Texas Department of Transportation
By: Bill Gravell, Jr. Couinty Judge	By: Greg Abbott Governor of Texas
SETTLEMENT AGENT CERTIFICATION  The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.	Governor or rexas
Settlement Agent  Date  Warning: It is a crime to knowingly make false statements to the United  States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.	

Williamson County, Texas

#### **TEXAS TRANSPORTATION COMMISSION**

**WILLIAMSON** County

#### MINUTE ORDER

Page 1 of 1

**AUSTIN District** 

In the City of Austin, Williamson County, near US 183, the State of Texas acquired certain land for highway purposes by an instrument recorded in Volume 1723, at Page 855, of the Official Records of Williamson County, Texas.

A portion of the land, which portion is described in Exhibit A (tract), is no longer needed for a state highway purpose.

In accordance with V.T.C.A., Transportation Code, Chapter 202, Subchapter B, the Texas Transportation Commission (commission) may recommend the sale of any interest in real property no longer needed for a state highway purpose to a governmental entity with the authority to condemn the property.

Williamson County, Texas is a governmental entity with the authority to condemn the property and has requested to purchase the tract and its associated improvements for \$18,000,000.00.

The commission finds \$18,000,000.00 to be a fair and reasonable value of the state's right, title, and interest in the tract and its associated improvements.

IT IS THEREFORE ORDERED by the commission that the tract and its associated improvements are no longer needed for a state highway purpose. The commission recommends, subject to approval by the attorney general, that the governor of Texas execute a proper instrument conveying all of the state's right, title, and interest in the tract and its associated improvements to Williamson County, Texas for \$18,000,000.00; SAVE AND EXCEPT, however, there is to be excepted and reserved therefrom all of the state's right, title, and interest, if any, in and to all of the oil, gas, sulphur, and other minerals, of every kind and character, in, on, under, and that may be produced from the land.

Submitted and reviewed by:	Recommended by:
Director, Right of Way Division	Executive Director
	Minute Date Number Passed

**Meeting Date:** 10/01/2024

**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 the 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 CR 143
- c) Discuss the acquisition of real property for County Facilities.
- d) Discuss the acquisition of real property for CR 255.
- e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
- 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 E. Wilco Highway.
- i) Discuss the acquisition of right-of-way for Corridor A-2.
- j) Discuss the acquisition of right-of-way for Corridor B
- k) Discuss the acquisition of right-of-way for Corridor C.
- I) Discuss the acquisition of right-of-way for Corridor D.
- m) Discuss the acquisition of right-of-way for Corridor E.
- n) Discuss the acquisition of right-of-way for Corridor F
- o) Discuss the acquisition of right-of-way for Corridor H
- p) Discuss the acquisition of right of way for Corridor J.
- q) Discuss the acquisition of right of way for Corridor K.
- r) Discuss the acquisition of right of way for Corridor I.
- s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
- t) Discuss the acquisition of right-of-way for CR 313.
- u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- v) Discuss the acquisition of right of way for CR 314.
- w) Discuss the acquisition of real property for the Seward Junction Loop
- x) Discuss the acquisition of real property for CR 110N
- y) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas
- z) Discuss the acquisition of real property for the Long Range Transportation Plan.
- aa) Discuss property located at 9500 Lake Creek Parkway Austin, TX 78717
- bb) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities
- 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

52.

# 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: 09/26/2024

Reviewed By Date

Becky Pruitt 09/26/2024 10:39 AM

Started On: 09/25/2024 04:21 PM

**Meeting Date:** 10/01/2024

**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 Skyfall
- b) Project SoulBrain
- c) Project School Bus
- d) Project Lunch Lady

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

No file(s) attached.

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 09/26/2024 10:39 AM

Form Started By: Charlie Crossfield Started On: 09/25/2024 04:21 PM

Final Approval Date: 09/26/2024

53.

**Meeting Date:** 10/01/2024

**County Administrator** 

Submitted By: Becky Pruitt, County Judge

**Department:** County Judge **Agenda Category:** Executive Session

#### Information

#### Agenda Item

Interview candidates for the position of Williamson County Administrator and deliberate the appointment, employment and duties of the Williamson County Administrator (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

No file(s) attached.

**Form Review** 

Reviewed By Date

Becky Pruitt 09/26/2024 09:03 AM

Started On: 09/24/2024 02:01 PM

56.

Inbox
County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt
Final Approval Date: 09/26/2024

**Meeting Date:** 10/01/2024

**County Administrator** 

Submitted By: Becky Pruitt, County Judge

**Department:** County Judge

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on tendering an offer of employment, hiring and appointment of the Williamson County Administrator.

### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. (Originator)

Becky Pruitt

09/26/2024 09:04 AM

Form Started By: Becky Pruitt

Started On: 09/24/2024 02:10 PM

Form Started By: Becky Pruitt
Final Approval Date: 09/26/2024

Date

59.